

Weldbend Fittings and Flanges are products of Weldbend Corporation ("Weldbend"), a domestic manufacturer of welding fittings and welding flanges located in Chicago, Illinois U.S.A.

All Weldbend Products are sold only upon the following terms and conditions.

1. **ACCEPTANCE:** Once Weldbend accepts Customer's purchase order, the Terms and Conditions set forth herein shall constitute the entire agreement and understanding between Weldbend and Customer relating to the Weldbend products and merge all prior discussions, understandings, agreements and documents between them. Any variation to Weldbend's Terms and Conditions and any additional or different terms or conditions on any order form or other document submitted by Customer are expressly rejected unless and until accepted in writing by a duly authorized officer of Weldbend.

2. **PRICE:** All orders will be invoiced at Weldbend's current price schedule prevailing at the time of shipment and are subject to change without notice. C.O.D. charges may be added to the price of the products in Weldbend's sole discretion. All sales, use, excise and other applicable taxes shall be charged to Customer and remitted by Customer to Weldbend.

3. **SHIPMENTS:** All materials will be delivered loaded onto the carrier Ex Works Weldbend's plant. Once loaded, all risks of loss of materials will be assumed by Customer. The method of shipment and routing will be determined by Weldbend, absent special agreement between Weldbend and Customer. All shipping and delivery dates are approximate. Weldbend shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor. Customer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit. Railroad and other transportation permits as and when required shall be obtained by Customer. Weldbend reserves the right to deliver in more than one lot and to invoice each lot separately.

4. **TERMS OF PAYMENT:** Subject to the approval of Weldbend's credit department, terms of payment will be net cash thirty (30) days from the date of invoice and will be payable in Chicago, Illinois. Shipments, deliveries and performance of work shall at times be subject to the approval of Weldbend's credit department. Failure to receive timely payment of invoices concerning work completed, and/or work in progress, shall be sufficient reason to withhold or delay subsequent shipments of materials, and/or performance of labor or to terminate all orders as set forth in Section 10. If pursuant to this provision or to Section 10 herein Weldbend were to defer any shipment or services or cancel in whole or in part any order, Customer shall be liable for and reimburse Weldbend for all damage, including any and all direct and consequential damage, incurred by Weldbend by reason of such deferment or cancellation. Unpaid invoices in excess of thirty (30) days shall be subject to an interest charge at the rate of 1% per month from the date past due (but in no event higher than the rate permitted by applicable law). In the event of Customer's default of any of the terms of the contract including of the contract including but not limited to customer's failure to pay invoices timely, customer agrees to pay Weldbend all costs and expenses incurred as a result thereof, including but not limited to reasonable attorneys' fees, court costs and all costs of collection.

5. **DELAYS:** Weldbend shall be not responsible for any action or inaction of any carrier, including delays in delivery, nor, under any circumstances, shall Weldbend be liable for any delay in performance, or non-performance, due to acts of God, war, riots, terrorism, civil disturbances, acts of civil or military authorities, governmental regulation, court orders, fires, strikes or other labor disputes, shortages of labor, materials, fuel or energy, or unavailability of transportation, equipment failure, failure of supplier, carrier or subcontractor to deliver on time, or due to any other cause or causes beyond the control of Weldbend.

6. **LIMITED, EXCLUSIVE WARRANTY:** Weldbend warrants to its ORIGINAL CUSTOMER ONLY that all Weldbend fittings and flanges meet all applicable ASTM specifications and that Weldbend is the unencumbered owner of all products shipped pursuant to these terms and conditions. This warranty does not apply to products which have been damaged during shipment or by abuse, misuse, misapplication, maintenance, alteration or improper installation, maintenance or repair and is conditioned upon Customer (a) advising Weldbend in writing, within 10 days or receipt of products, of its belief that said products do not conform to ASTM specifications and (b) providing Weldbend a reasonable time to inspect said products and investigate Customer's claim. If Weldbend determines, in its sole opinion, that the products fail to conform to ASTM specifications, it will, at its sole option, either refund all payments made by customer with respect to such non-conforming products or, alternatively,

replace such non-conforming products and pay any additional shipping charges incurred as a result thereof. Customer agrees to dispose of or return the non-conforming products in accordance with instructions provided by Weldbend. THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE CUSTOMER AND THE EXCLUSIVE LIABILITY OF WELDBEND. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT SHALL APPLY. No employee, agent or representative of Weldbend has the authority to make modifications or additions to this warranty in any respect except pursuant to a written agreement signed by a duly authorized officer of Weldbend.

7. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES, WHETHER ALLEGED AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, WILL WELDBEND BE RESPONSIBLE TO CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF PROPERTY OR DAMAGES FOR PERSONAL INJURY, AND NO CLAIMS FOR ANY SUCH DAMAGES SHALL BE BROUGHT BY THE CUSTOMER. In no event shall Weldbend be liable to Customer for any amount in excess of the purchase price of the product for which a claim is made. Customer shall not back charge, counterclaim or set-off its claims against payments due on its orders.

8. **RETURN OF PRODUCTS AND/OR TERMINATION OF ORDERS:** Customer shall not return any products shipped by Weldbend without receiving the prior written permission and/or consent of Weldbend. If Customer seeks to cancel any part of an order prior to shipment, such requests shall be made to Weldbend in writing at once. Except with respect to products which fail to conform to Customer's order or to Weldbend's limited warranty, all products returned shall be charged 25% of the value of the invoice and, in addition, freight charges both ways. Any orders shipped by Weldbend and refused by Customer will be handled as a return products shipment. Any fitting or flange once welded into a pipe line and removed is not subject to return.

9. **PATENT AND OTHER RIGHTS:** The sale of the products and the publication of any information or technical data relating thereto does not imply freedom from infringement of patent, copyright, registered design or other industrial property rights in respect of any particular combination or application of the products.

10. **TERMINATION:** If Customer defaults in payment of any sum due Weldbend or commits any breach of any of these Terms and Conditions or any other contract with Weldbend or if Customer's financial condition becomes unsatisfactory to Weldbend, then Weldbend may, without prejudice to any other rights which may have accrued or which may accrue to it, terminate all orders with that Customer by notice in writing or may defer shipment until the situation is remedied to Weldbend's satisfaction.

11. **MANUFACTURE AND AVAILABILITY OF PRODUCTS:** Without prior notice, Weldbend reserves the right to change manufacturing methods and availability of products and reserves the right to sublet or contract work out to any company of its choice. Any products resulting from such sublet or contract work will be deemed Weldbend products and will be die-stamped with the trademarked Weldbend name and/or Weldbend logo, and the sales of such products are subject to these Terms and Conditions.

12. **ASSIGNMENT:** Customer may not assign any right or duty arising under any order, in whole or in part, without Weldbend's prior written consent.

13. **NO WAIVER OF RIGHTS; PARTIAL INVALIDITY:** Any waiver by either party or any breach of provision of these Terms and Conditions shall not be construed as a waiver of any other provision or of any continuing or succeeding breach of such provision. If any provision of the Terms and Conditions shall be deemed invalid, illegal or unenforceable in any respect, the legality and enforceability of all other provisions of the Terms and Conditions shall not be in any way impaired or affected thereby.

14. **COMPLIANCE WITH LAW:** Customer agrees that it is solely responsible for compliance with all applicable federal, state and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance and use of the products purchased from Weldbend.

15. **LAW:** The Terms and Conditions and any agreed amendment thereto shall be governed in all respects by the internal laws of the State of Illinois.

Note: This catalog is for the exclusive use of the Jobber or Distributor of Welding Fittings and Flanges. The Weldbend Corporation of Chicago restricts its sales to Jobbers and/or Distributors only.