

WELDBEND CORPORATION

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THE WELDBEND POLICY

Weldbend fittings and flanges will meet all applicable ASTM and ASME specifications.

If any Weldbend product fails to meet these ASTM and ASME specifications, Weldbend, in strict accordance with the terms of its warranty, will pay all freight charges and will either replace the product or refund the purchase price.

All Weldbend fittings and flanges are covered by a blanket One Million Dollars (\$1,000,000.00) Products Liability Policy issued by a major United States insurance company.

Weldbend's Terms and Conditions of Sales, including complete warranty terms, are set forth on page 23 of this catalog. Additional copies of Weldbend's Terms and Conditions of Sales are available upon request.

Weldbend's current Terms and Conditions of Sales are available for download at www.weldbend.com.

Weldebend Fittings and Flanges are products of Weldebend Corporation ("Weldebend"), a domestic manufacturer of welding fittings and welding flanges located at 6600 South Harlem Avenue, Argo, Illinois 60501-1930 U.S.A.

All Weldebend Products are sold only upon the following Terms and Conditions. The most current version of these Terms and Conditions may be found at Weldebend's on-line catalogue: <https://www.weldebend.com/catalog.pdf>.

1. ACCEPTANCE: Once Weldebend accepts Customer's purchase order, the Terms and Conditions set forth herein shall constitute the entire agreement and understanding between Weldebend and Customer relating to the Weldebend products and merge all prior discussions, understandings, agreements and documents between them. Any variation to Weldebend'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 in their entirety unless and until expressly accepted in writing by a duly authorized officer of Weldebend.

2. PRICE: All orders will be invoiced at Weldebend'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 Weldebend's sole discretion. All sales, use, excise and other applicable taxes shall be charged to Customer and remitted by Customer to Weldebend.

3. SHIPMENTS: All materials will be delivered loaded onto the carrier Ex Works Weldebend's plant. Once loaded, all risks of loss of materials will be assumed by Customer. The shipper, method of shipment, and routing will be determined by Weldebend, absent special agreement between Weldebend and Customer. All shipping and delivery dates are approximate. Weldebend shall not be responsible for switching, spotting, handling, storage, demurrage, or any other transportation or related 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. Weldebend 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 Weldebend'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 Weldebend'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 Weldebend were to defer any shipment or services or cancel in whole or in part any order, Customer shall be liable for and reimburse Weldebend for all damage, including any and all direct and consequential damage, incurred by Weldebend 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 but not limited to customer's failure to pay invoices timely, customer agrees to pay Weldebend 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: Weldebend shall be not responsible for any action or inaction of any carrier, including delays in delivery, nor, under any circumstances, shall Weldebend 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 Weldebend.

6. LIMITED, EXCLUSIVE WARRANTY: Weldebend warrants to its ORIGINAL CUSTOMER ONLY, for a period of one year from the date of shipment, that all Weldebend fittings and flanges meet all applicable ASTM specifications and that Weldebend 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, alteration or improper installation, maintenance or repair and is conditioned upon Customer (a) advising Weldebend in writing, within 10 days of receipt of products, of its belief that said products do not conform to ASTM specifications and (b) providing Weldebend a reasonable time to inspect said products and investigate Customer's claim. If Weldebend 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 Weldebend. THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE CUSTOMER AND THE EXCLUSIVE LIABILITY OF WELDEBEND. 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,

Weldebend 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 Weldebend.

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 WELDEBEND 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 Weldebend 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 Weldebend without receiving the prior written permission and/or consent of Weldebend. If Customer seeks to cancel any part of an order prior to shipment, such requests shall be made to Weldebend in writing at once. Except with respect to products which fail to conform to Customer's order or to Weldebend's limited warranty, all products returned shall be charged 25% of the value of the invoice and, in addition, freight charges for the return shipment (plus reimbursement to Weldebend of any freight charges incurred by Weldebend for the original shipment to Customer). Any orders shipped by Weldebend and refused by Customer will be handled as a return products shipment. Any fitting or flange once welded into a pipe line is not subject to return.

9. SPECIAL-ORDER PRODUCTS: Any order for specially manufactured products that Weldebend does not ordinarily stock, including but not limited to barred tees, may not be cancelled once accepted by Weldebend, and no such products may be returned. Barred tees are manufactured in accordance with the process described at <https://www.weldebend.com/barredteeprocedure.pdf>.

10. PATENT AND OTHER RIGHTS: The sale of the products and the publication of any information or technical data relating thereto do 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. Nor does the sale entail any license of Weldebend's trademark or trade name.

11. TERMINATION: If Customer defaults in payment of any sum due Weldebend or commits any breach of any of these Terms and Conditions or any other contract with Weldebend or if Customer's financial condition becomes unsatisfactory to Weldebend, then Weldebend 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 Weldebend's satisfaction.

12. MANUFACTURE AND AVAILABILITY OF PRODUCTS: Without prior notice, Weldebend 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 Weldebend products and will be die-stamped with the trademarked Weldebend name and/or Weldebend logo, and the sales of such products are subject to these Terms and Conditions.

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

14. NO WAIVER OF RIGHTS; PARTIAL INVALIDITY: Any waiver by either party of any breach of a 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.

15. INDEMNITY: Customer shall indemnify and hold harmless Weldebend from any loss, cost, damage, or expense (including but not limited to attorney fees) arising from any breach of these Terms and Conditions by Customer or from any other cause or circumstance other than that covered by Weldebend's limited, exclusive warranty.

16. COMPLIANCE WITH LAW: Customer 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 Weldebend.

17. 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, without reference to conflicts-of-laws rules. Any disputes shall be resolved in the state or federal courts located in Cook County, Illinois.

18. NOTICES: Notices shall be deemed given if delivered by first-class, postage prepaid U.S. mail, or by courier service, to the address of the party as stated in the order or these Terms and Conditions.

Note: Weldebend's catalog is for the exclusive use of the Jobber or Distributor of Welding Fittings and Flanges. Weldebend Corporation restricts its sales to Jobbers