

Specialty Piping Products

Terms and Conditions

Terms

All sales made by Specialty Piping Products, LLC (aka. SPP) to its customers are subject to these terms and conditions. Buyer's acceptance of these terms and conditions shall be made by either (i) Buyer providing a purchase order number to Specialty Piping Products either written or verbal or (ii) Buyer's acceptance of any Product from Specialty Piping Products, whichever comes first. These terms and conditions shall apply to all products sold to Buyer by Specialty Piping Products.

Price and Terms of Payment

All prices are subject to change without notice and are payable in full within 30 days after date of the applicable invoice unless otherwise specified by Specialty Piping Products. SPP reserves the right to hold any shipments if Buyer is past due on any invoice due to SPP by Buyer under any conditions. Buyer agrees to pay to SPP any fee's or expensed incurred by SPP for the collection of unpaid invoices from Buyer. A service charge of the lesser of one and one-half percent (1-1/2%) per month or the maximum amount allowed by law will be charged on all past due invoices commencing on the date payment is due.

Shipment and Delivery

All product shipments made by Specialty Piping Products will be made F.O.B. origin unless otherwise specified by SPP. Specialty Piping Products will make their best efforts to meet Buyer's delivery requirements set forth but all such dates constitute good faith estimates only. Buyer agrees that SPP will not be liable or responsible for failure to meet the required delivery date so long as SPP has made a good faith effort.

Warranty

Product warranties if any are provided by the manufacturer and not by Specialty Piping Products. Specialty Piping Products responsibility will include at its own option to repair replace or refund a full credit for any products which do not conform to the manufacturer's warranty and or specifications in the Buyers order. SPP shall have no responsibility or liability if the defect or specification errors were caused by the negligence or misconduct of the Buyer or any party acting on behalf of or for the buyer or if the Buyer fails to give SPP written notice of the defect within 30 days after receipt of the products.

IN NO EVENT SHALL SPECIALTY PIPING PRODUCTS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SPECIALTY PIPING PRODUCTS DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SPECIALTY PIPING PRODUCTS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HERIN.

Limitation of Liability

Specialty Piping Products shall not be liable to Buyer, Buyers Customer or any other party from any loss, damage or injury that results from the use of application by Buyer, Buyers Customer or any other party of products delivered to Buyer unless the loss or damage results directly from the intentionally tortuous or fraudulent acts of omissions of Specialty Piping Products. In no event shall Specialty Piping Products be liable to Buyer or any other party for loss, damage or injury of any kind or nature arising out of or in connection with these Terms and Conditions, or any agreement into which they are incorporated, or any performance or nonperformance under these Terms and Conditions by Specialty Piping Products, its employees, agents or subcontractors, in excess of the net purchase price of the products or services actually delivered to and paid for by the Buyer hereunder. In no event shall Specialty Piping Products be liable to Buyer or any other party for indirect, special or consequential damages, including but not limited to loss of good will, loss of anticipated profits or other economic loss arising out of or in connection with Specialty Piping Products breach of or failure to perform in accordance with any of the these Terms and Conditions. In no event shall Specialty Piping Products have any liability for any products used for NUCLEAR applications unless expressly specified in Specialty Piping Products quotation.

Force Majeure

Specialty Piping Products shall not be responsible or liable in any manner for delays in performance for causes beyond Specialty Piping Products reasonable control. In the event of a delay based on such cause, all delivery, deadlines or other promises shall be deemed extended for the period of the delay unless the delay extends for a period in excess of three (3) months then either party may terminate the applicable transaction by written notice.

Returns and Cancellations

Buyer must obtain a valid Return Authorization for all returns approved by Specialty Piping Products. Some products are non-cancellable and cannot be returned unless approved by Specialty Piping Products. Returned products may be subject to restocking fees, transportation cost and other costs assessed by SPP. All products authorized for return must be received by Specialty Piping Products in the same condition as they were immediately prior to shipment. Return Authorizations are good for twenty (20) calendar days from the date of issuance.

PRODUCTS RETURNED WITHOUT PRIOR APPROVAL BY SPECIALTY PIPING PRODUCTS OR WITHOUT A VALID RETURN AUTHORIZATION FROM SPECIALTY PIPING PRODUCTS WILL BE REFUSED AT THE BUYERS EXPENSE AND NO CREDIT WILL BE ISSUED.

Damaged Returns

Damaged Product returns are only for Products purchased from Specialty Piping Products and shipped via Specialty Piping Products carrier of choice that are damaged in transit from Specialty Piping Products or our vendor to the Buyer or the Buyers customer. Buyer or Buyers Customer shall refuse any product delivered in damaged condition. If the Product is received in damaged condition, Buyer shall notify Specialty Piping Products and request a Return Authorization within three (3) business days of receipt of such product. Buyer or Buyers customer also must sign the bill of lading as damaged, failure to notify Specialty Piping Products of the damaged shipment and or sign the Bill of Lading as damaged shall be deemed an acceptance of the product as of the date of shipment.

Taxes

Buyer shall bear applicable federal, state, municipal and other government taxes (such as sales, use, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery must be presented to Specialty Piping Products prior to shipment if they are to be honored.

Applicable Law

These Terms and Conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of Illinois. The parties agree hereto consent to the jurisdiction of the District Court for the Northern District of Illinois Eastern Division in any and all actions arising under these Terms and Conditions and waive the right to object that the venue or forum is improper or inconvenient.

General

These Terms and Conditions are the official Terms and Conditions of Sale between Specialty Piping Products and Buyer and may be amended from time to time without notice at the sole discretion of Specialty Piping Products. A copy of our current Terms and Conditions are published on our website www.sppsales.com