Price List: NEUTRAUS0104211 Effective: January 4, 2021 Supercedes: January 2, 2020



PRICE LIST

# **NEUTRATANK®**

Neutralization Tanks



### IPEX USA LLC Customer Service Centers

Oakville Office PHONE (289) 881-0120 TOLL FREE (800) 463-9572 FAX (905) 844-0826 EMAIL: orders66@ipexamerica.com Denver Office PHONE (303) 373-1918 TOLL FREE (888) 461-5307 FAX (888) 461-5309 EMAIL: orders43@ipexamerica.com

### www.ipexna.com



### Price Class Codes

Discount Code	Product description	Discount	Multiplier
237KK 237KL	Neutratanks 5 to 500 gallon Neutrasystem pH monitoring equipement		

## **Product Listing**

FRP Overwrap	4
HDPE Non-Adjustable Extension	4
HDPE Flange Connection	5
HDPE FPT Connection	5
HDPE HD Flat Tanks	2
HDPE MPT Connection	5
HDPE Plain End Vent	
HDPE Standard Domed Tanks	5 2 2
HDPE Steel Pedestrian Tanks	2
Neutrasystem pH Monitoring & Recording system	6
Neutralizing Agent	6
PolyPro Flange Connection	5
PolyPro FPT Connection	5
Polypro HD Flat Tanks	5
PolyPro MPT Connection	5
PolyPro Plain End Vent	
Polypro Standard Domed Tanks	لی بی
Polypro Steel Pedestrian Tanks	3
Variable Extension	4
Threaded Access Port	6

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### \* Square Tank Standard Domed & HD Flat covers are not suitable for pedestrian traffic. Always use steel pedestrian covers. Neutratanks are not rated for H20 live loading. In areas requiring H20 loading, position the tank below a Department of Transportation approved manhole cover.

Rectagular tanks and 700 to 2000 Gallon Cylindrical tanks are available upon request.

100	4	237253	T0100D	237KK	\$ 1,752.98							
150	3	237281	T0150C	237KK	2,406.01							
150	4	237282	T0150D	237KK	\$ 2,543.37							
200	3	237411	T0200C	237KK	\$ 2,634.94							
200	4	237412	T0200D	237KK	\$ 2,772.55							
275	3	237130	T0275C	237KK	\$ 3,242.21							
275	4	237124	T0275D	237KK	\$ 3,379.62							
360	3	237125	T0360C	237KK	\$ 4,021.25				J			
360	4	237126	T0360D	237KK	\$ 4,158.67		$\mathcal{L}$					
360	6	237497	T0360E	237KK	\$ 4,513.92							
500	3	237135	T0500C	237KK	\$ 5,968.75							
500	4	237136	T0500D	237KK	6,106.28							
500	6	237498	T0500E	237KK	\$ 6,461.21							
HDPE HD	) Bolted Fla	t Plain Er	nd			HDPE Ste	el Pedestri	<b>an</b> Plain Ei	nd			
*2	1 1/2	237996	HDF002A	237KK	\$ 493.20	-	-	-	-	-		-
5	1 1/2	237183	HDF005A	237KK	870.88	5	11/2	237501	SP005A	237KK	\$ 1.	345.11
5	2	237184	HDF005B	237KK	900.68	5	2	237502	SP005B	237KK		
15	2	237185	HDF015A	237KK	1,294.72	15	2	237503	SP015A	237KK		
15	3	237186	HDF015B	237KK	\$ 1,402.53	15	3	237504	SP015B	237KK	\$ 1,	814.84
30	2	237187	HDF030A	237KK	1,402.53	30	2	237505	SP030A	237KK		
30	3	237188	HDF030B	237KK	\$ 1,507.75	30	3	237506	SP030B	237KK		
30	4	237189	HDF030C	237KK	\$ 1,645.30	30	4	237507	SP030C	237KK	\$ 2,	055.50
55	3	237190	HDF055A	237KK	\$ 1,713.99	55	3	237508	SP055A	237KK	\$ 2,	089.72
55	4	237191	HDF055B	237KK	\$ 1,851.53	55	4	237509	SP055B	237KK	\$ 2,	227.13
100	3	237192	HDF100A	237KK	\$ 2,279.28	100	3	237510	SP100A	237KK	\$ 2,	639.58
100	4	237193	HDF100B	237KK	\$ 2,307.44	100	4	237511	SP100B	237KK	\$ 2,	777.23
150	3	237194	HDF150A	237KK	\$ 3,001.62	150	3	237512	SP150A	237KK	\$3,	505.82
150	4	237195	HDF150B	237KK	\$ 3,139.09	150	4	237513	SP150B	237KK	\$ 3,	643.17
200	3	237196	HDF200A	237KK	\$ 3,338.42	200	3	237514	SP200A	237KK	\$3,	769.11
200	4	237197	HDF200B	237KK	\$ 3,475.91	200	4	237515	SP200B	237KK	\$ 3,	906.59
275	3	237198	HDF275A	237KK	\$ 4,039.56	275	3	237516	SP275A	237KK	\$4,	502.38
275	4	237199	HDF275B	237KK	4,177.11	275	4	237517	SP275B	237KK	\$4,	639.93
360	3	237200	HDF360A	237KK	5,148.45	360	3	237518	SP360A	237KK	\$5,	395.81
360	4	237201	HDF360B	237KK	\$ 5,285.99	360	4	237519	SP360B	237KK		
360	6	237202	HDF360C	237KK	\$ 5,636.48	360	6	237520	SP360C	237KK		
500	3	237203	HDF500A	237KK	\$ 7,171.55	500	3	237521	SP500A	237KK		
500	4	237204	HDF500B	237KK	\$ 7,309.03	500	4	237522	SP500B	237KK	\$7,	652.61
500	6	237205	HDF500C	237KK	\$ 7,659.60	500	6	237523	SP500C	237KK	\$ 8,	003.32
* Square 1												

Unit

Price

623.44

237KK \$

#### Number inches Code Code HDPE Standard Domed Plain End 5 1 1/2 237211 T0005A 237212 T0005B 5 2

Gallon Inlet/Outlet Product Significant Class

0	1 1/2	20/211	100007 (	20/100	$\Psi$	020.11
5	2	237212	T0005B	237KK	\$	653.15
15	2	237222	T0015B	237KK	\$	928.11
15	3	237223	T0015C	237KK	\$	1,035.94
30	2	237232	T0030B	237KK	\$	1,031.31
30	3	237233	T0030C	237KK	\$	1,145.90
30	4	237234	T0030D	237KK	\$	1,283.24
55	3	237243	T0055C	237KK	\$	1,294.72
55	4	237244	T0055D	237KK	\$	1,432.27
100	3	237252	T0100C	237KK	\$	1,615.37
100	4	237253	T0100D	237KK	\$	1,752.98
150	3	237281	T0150C	237KK	\$	2,406.01
150	4	237282	T0150D	237KK	\$	2,543.37
200	3	237411	T0200C	237KK	\$	2,634.94
200	4	237412	T0200D	237KK	\$	2,772.55
275	3	237130	T0275C	237KK	\$	3,242.21
275	4	237124	T0275D	237KK	\$	3,379.62
360	3	237125	T0360C	237KK	\$	4,021.25
360	4	237126	T0360D	237KK	\$	4,158.67
360	6	237497	T0360E	237KK	\$	4,513.92
500	3	237135	T0500C	237KK	\$	5,968.75
500	1	237134		237KK	¢	6 106 28

Gallon Inlet/Outlet Product Significant Class

Code

inches





Number Code

Unit

Price



Gallon	Inlet/Outlet inches	Product Code	Significant Number	Class Code		Unit Price	Gallon	Inlet/Outlet inches	Product Code	Significant Number	Class Code	Unit Price
Polypro	HD Bolted	<b>lat</b> Plair	n End				11					
7	1 1/2	237206	PPHDF005A	237KK	\$	951.06	I					
7	2	237207	PPHDF005B		\$	1,088.41						
15	2	237208	PPHDF015A		\$	1,439.11						
15	3	237209	PPHDF015B	237KK	\$	1,569.68						
30	2	237210	PPHDF030A	237KK	\$	1,489.44						
30	3	237213	PPHDF030B	237KK	\$	1,620.06						
30	4	237214	PPHDF030C	237KK	\$	1,814.84						
55	3	237215	PPHDF055A	237KK	\$	1,966.00						
55	4	237216	PPHDF055B	237KK	\$	2,096.51						
100	3	237218	PPHDF100A	237KK	\$	2,921.37						
100	4	237220	PPHDF100B	237KK	\$	3,052.00						
150	3	237224	PPHDF150A	237KK	\$	3,716.50						
150	4	237225	PPHDF150B	237KK	\$	3,844.85						
200	3	237226	PPHDF200A	237KK	\$	4,186.17						
200	4	237228	PPHDF200B	237KK	\$	4,314.38						
275	3	237230	PPHDF275A	237KK	\$	5,194.20						
275	4	237235	PPHDF275B	237KK	\$	5,322.62						
360	3	237236	PPHDF360A	237KK	\$	6,376.54						
360	4	237238	PPHDF360B	237KK	\$	6,507.11						
360	6	237239	PPHDF360C			6,896.53						
500	3	237240	PPHDF500A	237KK	\$	9,240.41						
500	4	237245	PPHDF500B	237KK	\$	9,371.05						
500	6	237246	PPHDF500C	237KK	\$	9,760.66	l					
Polypro	Steel Pedes	<b>trian</b> Plo	iin End				_					
7	1 1/2	237524	PPSP005A	237KK	\$	1,425.22						
7	2	237525	PPSP005B	237KK	\$	1,448.24						
15	2	237526	PPSP015A	237KK	\$	1,851.46						
15	3	237527	PPSP015B	237KK	\$	1,982.10	E			6	-	
30	2	237528	PPSP030A	237KK		1,897.30				10		
30	3	237529	PPSP030B	237KK	\$	2,027.94						
30	4	237530	PPSP030C	237KK	\$	2,222.64						
55	3	237531	PPSP055A	237KK	\$	2,341.73			)			
55	4	237532	PPSP055B	237KK	\$	2,470.15				<u> </u>		
100	3	237533	PPSP100A	237KK	\$	3,391.10		ſ	5			
100	4	237534	PPSP100B	237KK	\$	3,521.73						
150	3	237535	PPSP150A	237KK	\$	4,220.66			P			
150	4	237536	PPSP150B	237KK		4,348.87						
200	3	237537	PPSP200A	237KK	\$	4,616.98						
200	4	237538	PPSP200B	237KK	\$	4,747.55						
275	3	237539	PPSP275A	237KK	\$	5,654.87						
275	4	237540	PPSP275B	237KK	\$	5,785.44						
360	3	237541	PPSP360A	237KK		6,809.50			]			
360	4	237542	PPSP360B	237KK	\$	7,001.80			50			
360	6	237543	PPSP360C	237KK		7,183.08						
500	3	237544	PPSP500A	237KK		9,584.12						
500	4	237545	PPSP500B	237KK	\$	9,714.69						
500	6	237546	PPSP500C			10,104.25						
000	5	20,040	11010000	20/100	Ψ	10,107.20	l					

Standard Domed & HD Flat covers are not suitable for pedestrian traffic. Always use steel pedestrian covers. Neutratanks are not rated for H20 live loading. In areas requiring H20 loading, position the tank below a Department of Transportation approved manhole cover.

Rectagular tanks and 700 to 2000 Gallon Cylindrical tanks are available upon request.

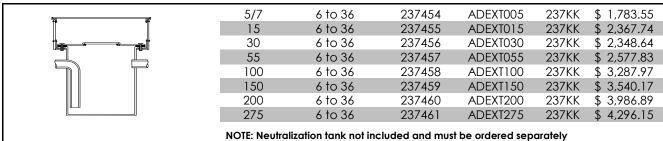


# NEUTRATANK<sup>®</sup>

Description	Gallon	Extension Length inches	Product Code	Significant Number	Class Code	Unit Price	
HDPE Non-Adjustable Extension							
	5	6 to 9	237462	PEEXT005	237KK	\$ 513.85	
	15	6 to 14	237463	PEEXT015	237KK	\$ 631.12	
	30	6 to 24	237464	PEEXT030	237KK	\$ 693.50	
	55	6 to 31	237465	PEEXT055	237KK	\$ 923.74	
	100	6 to 35	237466	PEEXT100	237KK	\$ 1,472.09	
	150	6 to 43	237467	PEEXT150	237KK	\$ 1,807.41	
	200	6 to 43	237468	PEEXT200	237KK	\$ 2,061.43	
	275	6 to 42	237469	PEEXT275	237KK	\$ 2,480.98	
	360	6 to 42	237470	PEEXT360	237KK	\$ 3,123.45	
	500	6 to 54	237471	PEEXT500	237KK	\$ 4,245.16	
	NOTE: Neutralization tank not included and must be ordered separately						

Polypro Non-Adjustable extensions are available upon request.

### Variable Extension (2"of Vertical Adjustment)



**FRP** Overwrap

5/7	-	237440	FRPO005	237KK	\$ 440.65
15	-	237441	FRPO015	237KK	\$ 479.97
30	-	237442	FRPO030	237KK	\$ 633.02
55	-	237443	FRPO055	237KK	\$ 841.28
100	-	237444	FRPO100	237KK	\$ 1,260.50
150	-	237445	FRPO150	237KK	\$ 1,489.42
200	-	237446	FRPO200	237KK	\$ 1,718.69
275	-	237447	FRPO275	237KK	\$ 2,062.16
 360	-	237448	FRPO360	237KK	\$ 2,749.61
500	-	237449	FRPO500	237KK	\$ 3,780.65

FRP Overwrap is for tanks without extensions. Please contact IPEX for FRP overwrap pricing on tanks with non-adjustable extensions .

### Inlet / Outlet Tank Sizes & Connection Options

Inlet / Outlet	Tank Size
1 1/2" Plain End, MPT, FPT, Flanged	5 gal to 55 gal
2" Plain End, MPT, FPT, Flanged	5 gal to 150 gal
3" Plain End, MPT, FPT, Flanged	15 gal to 500 gal
3" Flanged	30 gal to 500 gal
4" Plain End, MPT, FPT, Flanged	30 gal to 2000 gal
6" Flanged	360 gal to 2000 gal





Description	Inlet/Outlet inches	Product Code	Significant Number	Class Code	Unit Price	
HDPE Plain End Ven	t					
	1 1/2	237401	PEV150	237KK	\$	69.88
	2	237402	PEV200	237KK	\$	76.98
	3 4	237403	PEV300	237KK	\$	109.06
		237404	PEV400	237KK	\$	136.23
HDPE FPT Connectio						
	1 1/2	237431	FPTC150	237KK	\$	65.32
	2 3	237432 237433	FPTC200 FPTC300	237KK 237KK	\$ ¢	72.94 109.06
	4	237433	FPTC400	237KK 237KK	\$ \$	194.90
HDPE MPT Connecti	on					
	1 1/2	237421	MPTC150	237KK	\$	65.32
	2	237422	MPTC200	237KK	\$	84.16
	3	237423	MPTC300	237KK	\$	118.05
	4	237424	MPTC400	237KK	\$	153.12
HDPE Flange Conne	ection					
Гь,	1 1/2	237121	FLC150	237KK	\$	170.15
	2	237131	FLC200	237KK	\$	211.07
	3	237141	FLC300	237KK	\$	381.53
	4	237142	FLC400	237KK	\$	476.70
	6	237500	FLC600	237KK	\$	636.81
PolyPro Plain End Ve	ent					
	1 1/2	237109	PEPP150	237KK	\$	73.46
	2	237110	PEPP200	237KK	\$	76.91
	3	237113	PEPP300	237KK	\$	110.17
	4	237114	PEPP400	237KK	\$	142.31
PolyPro FPT Connec	tion					
	11/2	237139	FPTPP150	237KK	\$	73.46
	2	237140	FPTPP200	237KK	\$	76.91
	3	237148	FPTPP300	237KK	\$	110.17
	4	237149	FPTPP400	237KK	\$	206.38
PolyPro MPT Conne						
	1 1/2	237156	MPTPP150	237KK	\$	73.46
	2	237157	MPTPP200	237KK	\$	87.28
·····	3 4	237158 237159	MPTPP300 MPTPP400	237KK 237KK	\$ \$	128.61 165.06
PolyPro Flange Con		207107		20/100	Ψ	
	1 1/2	237116	FLPP150	237KK	\$	185.72
	2	237118	FLPP200	237KK	\$	233.17
	3	237120	FLPP300	237KK	\$	412.68
	4	237138	FLPP400	237KK	\$	527.17





Description	Diameter inches	Product Code	Significant Number	Class Code		Unit Price
Threaded Acces	s Port					
	8 16	237450 237451	TMW008 TMW016	237KK 237KK	\$ \$	299.66 418.36
	22 NOTE: Threaded access ports cannot be installed on neut pedestrial cover	237452 ralization tanks v	TMW022 vith a standard do	237KK omed cov	\$ er oi	556.82 steel
Solids Intercepto	or Tanks					
	12 x 24 x 24 (14 Gallons) 18 x 24 x 24 (44 Gallons) 24 x 24 x 30 (75 Gallons)	-	SI14 SI44 SI75	237KK 237KK 237KK		P.O.R. P.O.R. P.O.R.
Neutrasystem pł	H Monitoring & Recording System					
	pH Monitor w/ Tank & Alarm pH Monitor w/ Tank & Alarm & Data Logger	237371 237331	TPH501 TPH502	237KL 237KL	T	19,380.43 21,291.22
	NOTE: Bufer solution required to calibrate pH monitoring s NOTE: If sampling tank is supplied by others, please conta		,			
Neutralizing Age	ent Limestone Bags					
50 lbs	- NOTE: F.O.B Shipping Location	237321	TC50	237KK	\$	22.36

### Limestone Loading Guide for Neutralization

Tank Size	Loading (Ibs.)
5	50
15	125
30	250
55	500
100	1000
150	1500
200	2000
275	2500
360	3500
500	5250
700	8000
1000	10000
1250	12000
2000	18000

### 1. Scope

All sales are subject to these general terms and conditions ("General T&Cs"). In addition, certain products may be subject to product-specific terms and conditions ("Specific T&Cs") as posted on the Vendor's website at the time of sale. In the event of a conflict between the General T&Cs and the Specific T&Cs, the Specific T&Cs shall prevail. Purchaser's order is accepted subject to these General T&Cs, to the applicable Specific T&Cs and to any terms and conditions agreed to in writing by the Vendor and Purchaser. It is expressly agreed that any terms and conditions contained in the Purchaser's order or otherwise stipulated will be deemed for the Purchaser's internal use only and will not be binding on the Vendor.

### 2. Orders

Purchaser's orders are conditional upon satisfactory credit approval by the Vendor. The Vendor will only accept orders in excess of \$100 before taxes or such greater amount as may be specified for certain products. Once confirmed by the Vendor, orders for custom-made or non-stocked products cannot be cancelled, modified or returned, except with the Vendor's written consent and upon terms which provide for indemnification of the Vendor for the costs and expenses incurred.

### 3. Shipments, Title to the Products and Risk of Loss

Any delivery schedules stipulated are approximate only and shipment will be made within reasonable proximity thereto. Under no circumstances will the Vendor be responsible for any damage whatsoever caused by delays in shipment, whether resulting from causes within or beyond the control of the Vendor.

All shipments are F.O.B. origin (Vendor's location) (American standard) or Ex Works (Vendor's location) (ICC Incoterms), as indicated on the invoice. Freight prepaid orders, when applicable, will be delivered by the carrier of the Vendor's selection, unless the use of other carriers is agreed to in writing with the Purchaser.

Risk of loss and title to the Products shall in any case pass to the Purchaser upon delivery of Products to the carrier at Vendor's shipping dock or upon the invoicing of the Products, whichever occurs first.

Purchaser must verify quantities and report discrepancies within 2 business days of receipt.

### 4. Prices

All prices quoted or published are F.O.B. origin (Vendor's location) or Ex Works (Vendor's location), and do not include any sales, use, excise or any other tax or levy imposed by any present or future law, regulation or other order, on any of the Products.

Published prices are subject to change without notice until orders are accepted by the issuance of an order confirmation, whereupon prices will remain firm for those shipments that take place within the 30-day period following the date of the order confirmation. For specific projects, contracts or quotations, the Vendor may agree in writing to protect prices for an extended period of time. Each order may be shipped in whole or in part at the Vendor's discretion. Each shipment made will be immediately invoiced.

In order to be exempt of the applicable taxes, Purchaser must provide the Vendor with applicable tax exemption certificates or other documents.

### 5. Terms of Payment

Unless other terms of payment are agreed to in writing by the Vendor, payment is due upon delivery of the Products. If applicable, cash discounts, expressed as a percentage, are calculated on the net invoiced prices before any taxes, freight or other charges and can only be deducted from payment if the Vendor receives payment from Purchaser on or prior to the due date. Net 30 days means that payment is due within 30 days of the date of

invoice and no cash discount is applicable. Overdue accounts shall bear interest at a rate of 18% per annum. The granting of credit by the Vendor is at all times based on its evaluation of the Purchaser's financial condition. If such financial condition does not justify continuance of shipment on credit, the Vendor may require full or partial payment in advance.

### 6. Return of Products

The Vendor may accept the return of Products, at its sole discretion, but is subject in all cases to the following: a) prior to returning any Products, the Purchaser must obtain a Return Material Authorization (RMA) number from the Vendor; b) Products must be returned freight prepaid, unless otherwise authorized by the Vendor; and c) Products must be received in good saleable condition and, if required, in full carton quantities and in their original packaging. A minimum return charge of 25% of the purchase price will be applied against any credit issued pursuant to the return of Products, except in the case of a Vendor shipping error. The Vendor may apply additional charges against the credit to cover remarketing costs or may refuse to issue any credit, but will advise the Purchaser accordingly.

Certain Products, such as pressure pipe and fittings, custom-made products or configurations, perishable products, obsolete products, large quantities or other specialty products cannot be returned.

In certain circumstances, the Vendor may direct that Products be destroyed for credit rather than returned.

### 7. Changes to Products

The Vendor reserves the right to make changes or improvements to its Products without assuming any further obligation.

### 8. Patent Rights

If any claim is made against the Purchaser based on the allegation that any of the Products sold by the Vendor constitute an infringement of any patent, the Purchaser shall notify the Vendor immediately. The Vendor shall have the right, at its own option and expenses, to take any actions to protect and defend its rights.

### 9. Force Majeure

The Vendor shall in no event be responsible or liable for any non-performance or delay in performance hereunder or any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by the Purchaser, subsequent purchasers, end-users of the Products or any other person, as a result of any causes beyond the reasonable control of the Vendor including, without limitation, fires, floods, civil commotion, riots, wars, acts of God, embargos, acts of or acts authorized by any government or standard organizations, adoption of laws or regulations, strikes/slowdowns, lock-outs/walk-outs, labor shortages, accidents, breakdowns, power outages, delays in shipments, manufacture, transportation or delivery of goods or materials, shortages of materials or supplies, or price alterations.

### 10. Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of North Carolina and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in Charlotte, North Carolina. The parties agree to exclude this Agreement and the purchases made thereunder from the application of the United Nations' Convention on the Sale of Goods.

### 11. Non-waiver

No delay, failure, change or waiver by the Vendor to exercise any one or more of its rights under these terms and conditions of sale shall be construed or shall operate to be a waiver thereof or a continuing waiver of such terms and conditions.

#### 12. Warranty and Limitation of Liability

- 12.1 The Vendor warrants that its Products are, at the time of their sale by Vendor, free from defects resulting from Vendor's faulty manufacturing.
- 12.2 THERE IS NO WARRANTY, CONDITION OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, EXCEPT AS HEREIN CONTAINED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF THE PRODUCTS FOR A SPECIAL PURPOSE AND ANY OTHER WARRANTY OF QUALITY ARE EXPRESSLY DISCLAIMED.
- 12.3 The Vendor will, at its entire discretion either refund or replace with a Product of the same type and size as the original Product, free of charge, including shipping charges at the original point of delivery, any Product which is found to breach this Limited Warranty.
- 12.4 THIS LIMITED WARRANTY IS VALID ONLY AND WILL ONLY APPLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET:
  - 12.4.1 The Product must have been used only in applications and under conditions (handling, installation, testing, use, water temperature, maintenance, repairs, etc.) that are strictly in compliance with these terms and conditions and the Vendor's technical manuals and installation instructions currently available from the Vendor at the time of installation.
  - 12.4.2 The alleged defect must not be due to faulty installation, misalignment of products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking, or fouling.
  - 12.4.3 The Product must have been installed in good and workmanlike manner consistent with the Vendor's technical manuals and installation instructions currently available from the Vendor at the time of installation, and with the state of the art industry standards and practices, and in conformance with all applicable laws and regulations.
  - 12.4.4 The Product must have not been altered, damaged or modified after leaving the Vendor's premises, and must have been used in no more than one installation, show no evidence of disassembly or tampering, and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair.
  - 12.4.5 The Product must not have been subject to acts of nature such as earthquakes, fire, flood, or lightning, or any other event of force majeure.
  - 12.4.6 The Product must not have been subject to freezing inside any of its components.
  - 12.4.7 If the Product is perishable, the Product must have been used prior to the expiration date as indicated on the Product.

- 12.4.8 The Claimant must notify the Vendor in writing within ten (10) days of when the alleged defect was discovered, or should have been discovered in the exercise of ordinary care, and the alleged defective Product must be promptly returned to the Vendor. Notice of an alleged defective Product under this Limited Warranty must be directed to your local IPEX Customer Service representative. Claimant must provide documentary evidence of failure, as well as the failed components themselves or representative samples of the Product that is alleged to have failed, and must agree to allow a meaningful and reasonable opportunity for Vendor to inspect the system in which the alleged defective Product was installed.
- 12.5 ANY LIABILITY IN RESPECT TO THE PRODUCTS IS STRICTLY LIMITED TO THEIR REFUND OR REPLACEMENT AS HEREINBEFORE SPECIFIED AND THERE SHALL NOT, IN ANY EVENT, BE ANY LIABILITY FOR ANY LABOUR CHARGES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.
- 12.6 Without limiting the generality of the foregoing, any liability or responsibility is disclaimed:
  - 12.6.1 for labor, materials, and/or other expenses required to replace a defective Product;
  - 12.6.2 for any damage resulting from a defective Product;
  - 12.6.3 for calculations, product drawings, or engineering design specifications;
  - 12.6.4 regarding the accuracy of any plans, drawings, or specifications furnished to the purchaser as part of the sale of any of its products;
  - 12.6.5 for loss or damage resulting from failure to abide by manufacturer's warnings, safety instructions, or other precautionary guidelines.
- 12.7 ANY CLAIM, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WITH RESPECT TO OR ARISING OUT OF THE SALE, DELIVERY, INSTALLATION, REPAIR OR USE OF ANY PRODUCTS SOLD TO PURCHASER SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOUND TO BE DEFECTIVE. It is the responsibility of the owner to obtain and pay for emergency repairs.
- 12.8 No statement, conduct, or description by the Vendor, any of its affiliates, their respective representatives, distributors or agents, in addition to or beyond this Limited Warranty, shall constitute a warranty. <u>This</u> <u>Limited Warranty may only be modified in a writing signed by an officer of the Vendor.</u>

### 13. IMPORTANT

Without limiting any other restriction in any of the Vendor's documentation, the Products must not be used in any way related to nuclear material or to a nuclear facility and must not be used or located in Iran, North Korea, Syria, Cuba or Sudan at any time.

IPEX USA LLC General Terms and Conditions of Sale (April 2020)



### Customer Service Center

### Oakville Office

1425 North Service Rd. E., Unit 3 Oakville, ON L6H 1A7 PHONE (289) 881-0120 TOLL FREE (800) 463-9572 FAX (905) 844-0826 EMAIL: orders66@ipexamerica.com

### Denver Office

11402 East 53rd Ave., Suite 200 Denver, CO 80239 PHONE (303) 373-1918 TOLL FREE (888) 461-5307 FAX (888) 461-5309 EMAIL: orders43@ipexamerica.com

### Specific Terms of Sale

Minimum Order: \$250 net on tank order.

**Freight:** FOB our shipping point. Freight extra.

**Distributed By:** 

Distribution Centers

Chesterfield, MI

www.ipexna.com