

Price List: PVC40GFIPUS030122

Effective: March 1, 2022 Supercedes: October 11, 2021

PRICE LIST

Xirtec® PVC

Xirtec® PVC Gray Schedule 40 Fittings



IPEX USA LLC. Customer Service Centers

Eastern U.S. Customers

PHONE	(289) 881-0120	PHONE	(303) 373-1918
TOLL FREE	(800) 463-9572	TOLL FREE	(888) 461-5307
FAX	(905) 844-0826	FAX	(888) 461-5309
Orders66@ip	examerica.com	Orders43@ig	pexamerica.com

Western U.S. Customers

www.ipexna.com



Also available from IPEX

Thermoplastic Valves

IPEX offers a variety of manual & actuated valves in PVC, CPVC, PP, PVDF and ABS from 1/2" – 16" including:

Ball Valves
Check Valves
Butterfly Valves
Diaphragm Valves
Sediment Strainers
Solenoid Valves



IPEX also offers the following Plumbing Products

PVC DWV Fittings

Molded PVC DWV fittings available in 1-1/4" – 12" diameter Fabricated PVC DWV fittings available in 8" – 24" diameter

ABS DWV Fittings

Molded ABS DWV fittings available in 1-1/4" - 6" diameter

PVC Gasketed Sewer Fittings

Molded and fabricated gasketed sewer fittings available in 4" - 24" diameter

Solvent Weld Sewer Fittings

Molded and fabricated solvent weld sewer fittings available in 4" - 24" diameter

Backwater Valves

Available in PVC and ABS from 1-1/2" - 6" diameter

Endura® Grease Management

Hydromechanical grease interceptors (HGI) for flow rates from 7 GPM to 150 GPM.

Flue Gas Venting Systems

Complete systems of pipe, fittings and cements available in PVC and CPVC from 1-1/2" - 8" diameter

Bath, Shower and Floor Drains

Available in PVC and ABS from 1-1/2" - 4" diameter

Specialty Plumbing

These products consist of special items that will help with unique installations available in ABS and PVC



Price Class Discount Codes

Discount Code	Product Description	Discount	Multiplier
35DD	Xirtec® PVC Schedule 40 Fittings Through 8"		
35DF	Xirtec® PVC Schedule 40 Insert Fittings		

Product Listing

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Legend

Soc	Solvent Weld Socket
Sp	Spigot or plain end
FPT	Female iron pipe thread
MPT	Male iron pipe thread

- NEVER use compressed air or gas in PVC/CPVC/PP/PVDF pipe and fittings
- NEVER test PVC/CPVC/PP/PVDF pipe and fittings with compressed air or gas, or air-over-water boosters
- ONLY use PVC/CPVC/PP/PVDF pipe for water and approved chemicals

Xirtec® is a registered trademark used under license.





Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
Tee Soc x Soc x Soc						
	1/2	035290	401005G	35DD	75	\$ 2.14
	3/4	035291	401007G	35DD	50	\$ 2.41
	1	035292	401010G	35DD	50	\$ 4.48
	1 1/4	035293	401012G	35DD	25	\$ 7.06
()	1 1/2	035294	401015G	35DD	20	\$ 8.67
	2	035295	401020G	35DD	15	\$ 12.44
	2 1/2	035296	401025G	35DD	9	\$ 41.20
	3	035297	401030G	35DD	9	\$ 54.03
	4	035298	401040G	35DD	5	\$ 97.78
	5	035299	401050G	35DD	5	\$ 236.29
	6	035300	401060G	35DD	1	\$ 329.29
	8	035301	401080G	35DD	2	\$ 763.74
Reducer Tee Soc x	Soc x Soc					
	3/4 x 3/4 x 1/2	035305	401101G	35DD	25	\$ 2.81
	1 x 1 x 1/2	035307	401130G	35DD	50	\$ 4.72
	1 x 1 x 3/4	035308	401131G	35DD	30	\$ 5.16
	1 1/4 x 1 1/4 x 1/2	035311	401166G	35DD	25	\$ 7.71
	1 1/4 x 1 1/4 x 3/4	035312	401167G	35DD	20	\$ 7.71
	1 1/4 x 1 1/4 x 1	035313	401168G	35DD	25	\$ 7.71
	1 1/2 x 1 1/2 x 1/2	035315	401209G	35DD	25	\$ 13.64
	1 1/2 x 1 1/2 x 3/4	035316	401210G	35DD	15	\$ 13.64
	1 1/2 x 1 1/2 x 1	035317	401211G	35DD	25	\$ 13.64
	1 1/2 x 1 1/2 x 1 1/4	035318	401212G	35DD	25	\$ 13.64
	2 x 2 x 1/2	035319	401247G	35DD	10	\$ 13.30
	2 x 2 x 3/4	035320	401248G	35DD	10	\$ 13.30
	2 x 2 x 1	035321	401249G	35DD	5	\$ 13.30
	2 x 2 x 1 1/2	035322	401251G	35DD	10	\$ 13.30
	3 x 3 x 1 1/2	035327	401337G	35DD	10	\$ 58.83
	3 x 3 x 2	035328	401338G	35DD	10	\$ 58.81
	4 x 4 x 2	035331	401420G	35DD	10	\$ 97.78
	4 × 4 × 3	035332	401422G	35DD	6	\$ 97.78
	6 x 6 x 3	035334	401530G	35DD	2	\$ 561.24
	6 x 6 x 4	035335	401532G	35DD	2	\$ 329.29
Reducer Tee Soc x	Soc x FPT					
	3/4 x 3/4 x 1/2	035348	402101G	35DD	50	\$ 3.64
	1 x 1 x 3/4	035349	402131G	35DD	50	\$ 8.03
	1 1/4 x 1 1/4 x 1/2	035350	402166G	35DD	25	\$ 13.30
	1 1/4 x 1 1/4 x 3/4	035977	402167G	35DD	25	\$ 13.30
	1 1/2 x 1 1/2 x 1/2	035351	402209G	35DD	25	\$ 16.52
	1 1/2 x 1 1/2 x 3/4	035352	402210G	35DD	25	\$ 16.52
	1 1/2 x 1 1/2 x 1	035353	402211G	35DD	25	\$ 16.52
	2 x 2 x 3/4	035355	402248G	35DD	10	\$ 20.85
	2 x 2 x 1	035356	402249G	35DD	10	\$ 20.85





Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
90° Elbow Soc x Soc						
	3/8	035108	406003G	35DD	50	\$ 8.45
	1/2	035109	406005G	35DD	125	\$ 1.70
	3/4	035110	406007G	35DD	75	\$ 1.88
	1	035111	406010G	35DD	75	\$ 3.40
	1 1/4	035112	406012G	35DD	45	\$ 5.98
	1 1/2	035113	406015G	35DD	30	\$ 6.35
_	2	035114	406020G	35DD	40	\$ 10.22
	2 1/2	035115	406025G	35DD	12	\$ 30.73
_	3	035116	406030G	35DD	10	\$ 36.82
	4	035117	406040G	35DD	7	\$ 65.88
_	5	035118	406050G	35DD	4	\$ 170.33
	6 8	035119 035120	406060G 406080G	35DD 35DD	6 2	\$ 209.61 \$ 539.72
90° Elbow Soc x FPT		000120	100000			Ψ 007.72
70 LIBOW GGG XIII	1/2	035101	407005G	35DD	50	\$ 2.14
	3/4	035101	407003G 407007G	35DD	50	\$ 2.14 \$ 2.41
	1	035102	407010G	35DD	50	\$ 4.48
	1 1/4	035104	407012G	35DD	25	\$ 7.55
	1 1/2	035105	407015G	35DD	25	\$ 8.36
	2	035106	407020G	35DD	10	\$ 21.64
90° Elbow FPT x FPT						
	1/2	035125	408005G	35DD	50	\$ 4.10
	3/4	035126	408007G	35DD	50	\$ 6.12
	1	035127	408010G	35DD	50	\$ 12.88
90° Street Elbow Sp x Sc	С					
	1	035128	409010G	35DD	50	\$ 10.14
	1 1/2	035129	409015G	35DD	25	\$ 13.30
90° Street Elbow MPT x	FPT					
	1/2	035132	412005G	35DD	50	\$ 5.01
	3/4	035133	412007G	35DD	50	\$ 6.12
	1	035134	412010G	35DD	50	\$ 10.39
	1 1/2	035135	412015G	35DD	25	\$ 14.01
45° Elbow Soc x Soc						
	1/2	035083	417005G	35DD	100	\$ 2.82
	3/4	035084	417007G	35DD	75	\$ 4.28
()	1	035085	417010G	35DD	50	\$ 5.12
	1 1/4	035086	417012G	35DD	25	\$ 7.33
	1 1/2	035087	417015G	35DD	40	\$ 9.12
	2	035088	417020G	35DD	10	\$ 11.86
	2 1/2	035089	417025G	35DD	10	\$ 30.76
	3	035090	417030G	35DD	10	\$ 47.83
	4	035091	417040G	35DD	8	\$ 85.94
	5	035092	417050G	35DD	5	\$ 170.33
	6	035093	417060G	35DD	4	\$ 212.12
	8	035094	417080G	35DD	3	\$ 510.11



Xirtec® PVC Schedule 40 Gray

Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
Cap Soc						
	3/8	035590	447003G	35DD	50	\$ 4.30
	1/2	035017	447005G	35DD	200	\$ 1.59
	3/4	035018	447007G	35DD	150	\$ 1.80
	1	035019	447010G	35DD	100	\$ 2.82
	1 1/4	035020	447012G	35DD	40	\$ 3.95
	1 1/2	035021	447015G	35DD	40	\$ 4.28
	2	035022	447020G	35DD	20	\$ 5.19
	2 1/2	035023	447025G	35DD	15	\$ 16.60
	3	035024	447030G	35DD	10	\$ 18.10
	4	035025	447040G	35DD	12	\$ 41.20
	5	035026	447050G	35DD	5	\$ 69.12
	6	035027	447060G	35DD	10	\$ 98.68
	8	035028	447080G	35DD	3	\$ 250.10
Cap FPT						
	1/2	035032	448005G	35DD	50	\$ 3.26
	3/4	035033	448007G	35DD	50	\$ 3.65
	1	035034	448010G	35DD	50	\$ 5.56
	1 1/4	035035	448012G	35DD	25	\$ 6.64
	1 1/2	035036	448015G	35DD	25	\$ 6.98
	2	035037	448020G	35DD	10	\$ 12.33
	3	035038	448030G	35DD	10	\$ 23.69
	4	035039	448040G	35DD	6	\$ 41.47
Plug Sp						
	1/2	035197	449005G	35DD	50	\$ 3.62
	3/4	035198	449007G	35DD	50	\$ 4.30
	1	035199	449010G	35DD	50	\$ 5.12
	1 1/4	035200	449012G	35DD	25	\$ 6.98
	1 1/2	035201	449015G	35DD	25	\$ 8.80
	2	035202	449020G	35DD	10	\$ 10.97
	3	035204	449030G	35DD	10	\$ 24.79
Plug MPT						
	1/2	035188	450005G	35DD	50	\$ 4.54
nand T	3/4	035189	450007G	35DD	50	\$ 4.97
	1	035190	450010G	35DD	50	\$ 8.03
	1 1/4	035191	450012G	35DD	25	\$ 8.40
	1 1/2	035192	450015G	35DD	25	\$ 9.10
	2	035193	450020G	35DD	10	\$ 11.64
	2 1/2	035194	450025G	35DD	10	\$ 16.15
	3	035195	450030G	35DD	10	\$ 24.52
	4	035196	450040G	35DD	6	\$ 55.32





Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
Coupling Soc x Soc						
	1/2	035052	429005G	35DD	100	\$ 1.16
	3/4	035053	429007G	35DD	100	\$ 1.59
	1	035054	429010G	35DD	60	\$ 2.70
	1 1/4	035055	429012G	35DD	25	\$ 3.64
	1 1/2	035056	429015G	35DD	25	\$ 3.95
	2	035057	429020G	35DD	15	\$ 6.19
	2 1/2	035058	429025G	35DD	10	\$ 13.30
	3	035059	429030G	35DD	10	\$ 20.91
	4	035060	429040G	35DD	5	\$ 30.21
	5	035061	429050G	35DD	5	\$ 55.33
	6	035062	429060G	35DD	5	\$ 95.68
	8	035063	429080G	35DD	3	\$ 178.56
Male Adapter MPT x	Soc					
	1/2	035167	436005G	35DD	100	\$ 1.48
	3/4	035168	436007G	35DD	75	\$ 1.72
	1	035169	436010G	35DD	50	\$ 3.01
	1 1/4	035170	436012G	35DD	25	\$ 3.62
	1 1/2	035171	436015G	35DD	25	\$ 5.01
	2	035172	436020G	35DD	20	\$ 6.47
	2 1/2	035173	436025G	35DD	10	\$ 19.13
	3	035174	436030G	35DD	5	\$ 28.07
	4	035175	436040G	35DD	4	\$ 35.72
	5	035176	436050G	35DD	5	\$ 58.87
	6	035177	436060G	35DD	5	\$ 93.27
Female Adapter Soc	x FPT					
	1/2	035136	435005G	35DD	100	\$ 1.88
	3/4	035137	435007G	35DD	100	\$ 2.41
(// ///)	1	035138	435010G	35DD	60	\$ 2.82
	1 1/4	035139	435012G	35DD	25	\$ 4.30
	1 1/2	035140	435015G	35DD	25	\$ 5.01
	2	035141	435020G	35DD	15	\$ 6.69
	2 1/2	035142	435025G	35DD	10	\$ 16.87
	3	035143	435030G	35DD	10	\$ 22.63
	4	035144	435040G	35DD	5	\$ 37.46
	5	035145 035146	435050G 435060G	35DD 35DD	10 10	\$ 96.99
	6	033146	433060G	3300	10	\$ 137.71
Female Adapter Sp x	CFPT					
	1/2	035148	478005G	35DD	50	\$ 2.15
	3/4	035149	478007G	35DD	25	\$ 2.52
	1	035150	478010G	35DD	50	\$ 4.02
	1 1/4	035151	478012G	35DD	25	\$ 5.52
	1 1/2	035152	478015G	35DD	20	\$ 6.90
	2	035153	478020G	35DD	20	\$ 10.14
	3	035155	478030G	35DD	10	\$ 34.33
	4	035156	478040G	35DD	5	\$ 56.87





Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
Cross Soc x Soc x So	ос x Soc					
	1/2	035068	420005G	35DD	50	\$ 6.47
\sim	3/4	035069	420007G	35DD	30	\$ 10.67
	1	035070	420010G	35DD	15	\$ 13.30
	1 1/4	035071	420012G	35DD	10	\$ 17.63
	1 1/2	035072	420015G	35DD	5	\$ 19.99
	2	035073	420020G	35DD	4	\$ 29.52
	2 1/2	035074	420025G	35DD	4	\$ 62.57
	3	035075 035076	420030G 420040G	35DD 35DD	6 4	\$ 76.71 \$ 113.71
		000070	4200400	- JJDD		Ψ 110./1
Hose Adapter Insert	X MPI					
	1/2	035157	1436005G	35DF		\$ 3.05
	3/4	035158	1436007G	35DF	50	\$ 3.83
	1	035159	1436010G	35DF	50	\$ 3.95
	1 1/4	035160	1436012G	35DF	20	\$ 6.13
	1 1/2	035161	1436015G	35DF	25	\$ 6.9
	2	035162	1436020G	35DF	10	\$ 13.04
	2 1/2	035163 035164	1436025G	35DF 35DF	10 10	\$ 53.45
	3 4	035165	1436030G 1436040G	35DF	10	\$ 61.6° \$ 85.66
Reducer Bushing Sp	x Soc					
	3/4 x 1/2	035209	437101G	35DD	150	\$ 1.78
	1 x 1/2	035211	437130G	35DD	125	\$ 3.20
	1 x 3/4	035212	437131G	35DD	125	\$ 3.20
	1 1/4 x 1/2	035213	437166G	35DD	50	\$ 4.30
	1 1/4 x 3/4	035214	437167G	35DD	50	\$ 4.30
	1 1/4 x 1	035215	437168G	35DD	75	\$ 4.30
	1 1/2 x 1/2	035216	437209G	35DD	50	\$ 4.54
	1 1/2 x 3/4	035217 035218	437210G	35DD	50	\$ 4.5
	1 1/2 x 1 1 1/2 x 1 1/4	035218	437211G 437212G	35DD 35DD	50 50	\$ 4.54 \$ 4.54
	2 x 1/2	035219	437212G 437247G	35DD	10	\$ 4.5 ² \$ 7.5 ³
	2 x 3/4	035221	437248G	35DD	10	\$ 7.5
	2 x 1	035222	437249G	35DD	50	\$ 7.5
	2 x 1 1/4	035223	437250G	35DD	20	\$ 7.5
	2 x 1 1/2	035224	437251G	35DD	20	\$ 7.5
	2 1/2 x 1 1/4	035227	437290G	35DD	20	\$ 12.10
	2 1/2 x 1 1/2	035228	437291G	35DD	10	\$ 12.10
	21/2 x 2	035229	437292G	35DD	10	\$ 12.10
	3 x 1	035231	437335G	35DD	10	\$ 17.9
	3 x 1 1/4	035232	437336G	35DD	10	\$ 17.9
	3 x 1 1/2	035233	437337G	35DD	10	\$ 17.9
	3 x 2	035234	437338G	35DD	10	\$ 17.91
	3 x 2 1/2	035235	437339G	35DD	10	\$ 17.9
	4 x 2	035238 035239	437420G	35DD	5	\$ 40.02
	4 x 2 1/2 4 x 3	035239	437421G 437422G	35DD 35DD	6 5	\$ 40.02 \$ 40.02
	5 x 4	035240	437422G 437490G	35DD	5	\$ 40.02 \$ 56.24
	6 x 4	035244	437532G	35DD	5	\$ 99.01



Xirtec® PVC Schedule 40 Gray

Fitting	Size inches	Product Code	Universal Number	Class Code	Carton Qty	Price Each
Reducer Bushing Sp	o x FPT					
	1/2 x 1/4	035258	438072G	35DD	50	\$ 3.64
	1/2 x 3/8	035259	438073G	35DD	50	\$ 3.64
	3/4 x 1/2	035260	438101G	35DD	50	\$ 2.81
	1 x 1/2	035262	438130G	35DD	50	\$ 4.48
	1 x 3/4	035263	438131G	35DD	50	\$ 4.48
	1 1/4 x 1/2	035264	438166G	35DD	25	\$ 6.98
	1 1/4 x 3/4	035265	438167G	35DD	25	\$ 6.98
	1 1/4 x 1	035266	438168G	35DD	25	\$ 6.98
	1 1/2 x 1/2	035267	438209G	35DD	25	\$ 8.03
	1 1/2 x 3/4	035268	438210G	35DD	25	\$ 8.03
	1 1/2 x 1	035269	438211G	35DD	25	\$ 8.03
	1 1/2 x 1 1/4	035270	438212G	35DD	25	\$ 8.03
	2 x 1/2	035271	438247G	35DD	10	\$ 10.67
	2 x 3/4	035272	438248G	35DD	10	\$ 10.67
	2 x 1	035273	438249G	35DD	10	\$ 10.67
	2 x 1 1/4	035274	438250G	35DD	10	\$ 10.67
	2 x 1 1/2	035275	438251G	35DD	10	\$ 10.67
	2 1/2 x 1 1/2	035277	438291G	35DD	10	\$ 15.49
	2 1/2 x 2	035278	438292G	35DD	10	\$ 15.49
	3 x 2	035283	438338G	35DD	10	\$ 17.91
	4 x 2	035285	438420G	35DD	6	\$ 39.93
	4 x 3	035286	438422G	35DD	6	\$ 39.93
	5 x 4	235062	438490G	35DD	4	\$ 77.83
	6 x 4	035287	438532G	35DD	5	\$ 146.22

IPEX USA LLC General Terms and Conditions of Sale

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

IPEX USA LLC

General Terms and Conditions of Sale

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.

IPEX USA LLC

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- 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. This Limited Warranty may only be modified in a writing signed by an officer of the Vendor.

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.

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Xirtec® PVC Schedule 40 Gray

Customer Service Center

Oakville Office

Denver Office

1425 North Service Rd. E., Unit 3 Oakville, ON L6H 1A7 14100 East 35th Place, Suite 101 Aurora, CO 80111

PHONE (289) 881-0120 TOLL FREE (800) 463-9572 FAX (905) 844-0826 PHONE (303) 373-1918 TOLL FREE (888) 461-5307 FAX (888) 461-5309

EMAIL orders66@ipexamerica.com

EMAIL orders43@ipexamerica.com

Distribution Centers

Cincinnatti, OH Joliet, IL Aurora, CO Salt Lake City, UT Stockton, CA Charlotte, NC Garland, TX

Specific Terms of Sale

Minimum \$100 net fittings & valves \$250 net pipe, fittings & valves

Freight: FOB our shipping point. Freight prepaid

on \$2000 net vinyl fitting & valves within

the 48 contiguous states.

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