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PRICE LIST

Duraplu

ABS INDUSTRIAL SYSTEM

ABS Industrial System



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Terms and Conditions





Description	Size inches	Product Code	Std. Length feet		Unit Price
Pipe - 90 psi at 23° C				Pri	ce per Foot
	10	346034	20	\$	253.00
New! Pipe - 145 psi at 2	3° C			Price	per Length
	1 1 1/2 2 3 4 6	346059 346060 346061 346062 346063 346064	19.7 19.7 19.7 19.7 19.7 19.7	\$ \$ \$ \$	117.00 249.00 363.00 808.00 1,214.00 2,387.00
New! Pipe - 230 psi at 2	8 3° C	346065	19.7	\$	3,747.00
	1/2 3/4 1 1 1/4 1 1/2 2 3 4	346067 346068 346069 346070 346071 346072 346073 346074	19.7 19.7 19.7 19.7 19.7 19.7 19.7	\$ \$ \$ \$ \$	97.00 119.00 159.00 249.00 329.00 498.00 1,065.00 1,738.00
New! Class "T" - Suitable	e for Threading				
	1/2 3/4 1 1 1/2 2	346054 346055 346056 346057 346058	19.7 19.7 19.7 19.7 19.7	\$ \$ \$ \$	119.00 144.00 204.00 387.00 568.00

The standard pipe length is 20 feet for 10" and 12" pipe. The standard length for all other sizes is 19.7 feet.





Description	Size	Product	Standard		Unit
Description	inches	Code	Packaging		Price
Saddle Clip - Polypropy	lene				
	1/2	337454	10	\$	10.15
	3/4	337455	10	\$	11.15
	1	337456	10	\$	13.40
	1 1/4	337457	10	\$	14.90
	1 1/2	337458	10	\$	18.20
	2	337459	10	\$	21.95
	3	337460	5	\$ \$	47.15
	4	337461	5	\$	62.00
Cobra Pipe Clip - Polyp	ropylene				
*	1/2	437341	10	\$	7.15
	3/4	437342	10	\$	7.85
		437343	10	\$	11.15
	1 1/4	437344	10	\$	11.85
	1 1/2	437345	10	\$	5.80
	2	437346	10	\$	7.85
	2 1/2	437347	10	\$	25.95
	3	437348	10	\$	15.45
	4	437349	10	\$	27.25
	6	437432	10	\$	49.65
	* 3/8", 1/2" and 1" pipe o	clips are supplied without	retaining bands.		
Coupling Soc					
	1/2	337022	10	\$	13.40
	3/4	337023	10	\$	14.65
	1	337024	10	\$	19.70
	1 1/4	337025	10	\$	27.70
	1 1/2	337026	10	\$	35.80
	2	337027	10	\$	51.15
	3	337028	5	\$	135.00
	4	337029	5	\$	198.00
	6	337030	5	\$	436.00
	8	337031	1	\$	932.00
Flange - Full Face, Drille	ed ASA 150 Soc				
	1/2	337353	10	\$	87.00
	3/4	337354	10	\$	89.00
	1	337355	10	\$	100.00
	1 1/4	337356	10	\$	125.00
	1 1/2	337357	10	\$	132.00
			10	\$	176.00
	2	33/358	10	Ф	1/0.00
Note: A metal	2 3	337358 337359	5		
Note: A metal backing ring must be used with this flange.		33/358 337359 337360		\$ \$	306.00 376.00





Description	Size inches	Product Code	Standard Packaging	Unit Price
Flange - Full Face, Undri	lled Soc			
	1/2	337226	10	\$ 77.00
	3/4	337227	10	\$ 85.00
	1	337228	10	\$ 92.00
	1 1/4	337229	10	\$ 105.00
	1 1/2	337230	10	\$ 112.00
	2	337231	10	\$ 147.00
Note: A metal	3	337232	5	\$ 255.00
backing ring must be	4	337233	5	\$ 313.00
used with this flange.	6	337234	1	\$ 525.00
Gasket - Full Face, Drille	d ASA 150, EPDM			
	1/2	337439	10	\$ 17.70
	3/4	337440	10	\$ 18.65
	1	337441	10	\$ 19.70
	1 1/4	337442	10	\$ 24.25
	1 1/2	337443	10	\$ 29.25
	2	337444	10	\$ 37.55
	3	337445	5	\$ 51.85
	4	337446	5	\$ 71.00
	6	337447	1	\$ 113.00
Flange - Stub Soc				
	2	337235	10	\$ 116.00
	3	337236	5	\$ 226.00
	4	337237	5	\$ 280.00
Note: A metal backing ring must be	6	337238	1	\$ 479.00
used with this flange.	8	337239	1	\$ 530.00
Gasket - Stub Flange, EP	DM			
	2	337448	10	\$ 11.85
	3	337449	5	\$ 18.20
	4	337450	5	\$ 23.70
	6	337451	1	\$ 44.10
	8	337452	1	\$ 49.15

Note: It is essential that steel backing rings are used with all types of stub, full face and blind flanges.





Description	Size inches	Product Code	Standard Packaging	Unit Price	
Backing Ring - Galv., N	N.S. Drilled ASA 150				
	1/2	337426	1	\$	77.00
	3/4	337427	1	\$	77.00
	1	337428	1	\$	85.00
	1 1/4	337429	1	\$	87.00
[(00)]	1 1/2	337430	1	\$	92.00
	2	337431	1	\$	111.00
	3	337433	1	\$	165.00
	4	337434	1	\$	193.00
Note: For use with flanges.	6	337435	1	\$	306.00
	8	337436	1	\$	439.00
Blind Flange - Drilled A	SA 150				
	3	337364	5	\$	358.00
(0)	4	337365	5	\$ \$	490.00
	6	337366	1	\$	879.00
Note: A metal	8	337367	1	\$	1,264.00
backing ring must be used with this flange.	Undrilled flanges are	e available at the sa	me price as drilled.	Order co	ode 131.
Cap Soc	-				
	1/2	337246	10	\$	13.40
	3/4	337247	10	\$	
	1				15.90
		337248	10		15.90 29.25
	1 1/4		10 10	\$	
	1 1/4	337248		\$	29.25
		337248 337249	10	\$ \$	29.25 32.75
	1 1/2	337248 337249 337250	10 10	\$ \$ \$	29.25 32.75 50.35
	1 1/2	337248 337249 337250 337251	10 10 10	\$ \$ \$	29.25 32.75 50.35 65.00
Union - EPDM Seal Soc	1 1/2 2 3 4	337248 337249 337250 337251 337252	10 10 10 5	\$ \$ \$	29.25 32.75 50.35 65.00 169.00
Union - EPDM Seal Soc	1 1/2 2 3 4	337248 337249 337250 337251 337252 337253	10 10 10 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00
Union - EPDM Seal Soc	1 1/2 2 3 4	337248 337249 337250 337251 337252 337253	10 10 10 5 5	\$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00
Union - EPDM Seal Soc	1 1/2 2 3 4	337248 337249 337250 337251 337252 337253 337271 337272	10 10 10 5 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00
Union - EPDM Seal Soc	1 1/2 2 3 4 1/2 3/4 1	337248 337249 337250 337251 337252 337253 337271 337272 337273	10 10 10 5 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00 67.00 74.00 96.00
Union - EPDM Seal Soc	1 1/2 2 3 4 1/2 3/4 1 1 1/4	337248 337249 337250 337251 337252 337253 337271 337272 337273 337274	10 10 10 5 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00 67.00 74.00 96.00 117.00
Union - EPDM Seal Soc	1 1/2 2 3 4 1/2 3/4 1 1 1/4 1 1/2	337248 337249 337250 337251 337252 337253 337271 337272 337273 337274 337275	10 10 10 5 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00 67.00 74.00 96.00 117.00 166.00
Union - EPDM Seal Soc	1 1/2 2 3 4 1/2 3/4 1 1 1/4	337248 337249 337250 337251 337252 337253 337271 337272 337273 337274	10 10 10 5 5 5	\$ \$ \$ \$ \$	29.25 32.75 50.35 65.00 169.00 225.00 67.00 74.00 96.00 117.00





Description	Size inches	Product Code	Standard Packaging	Unit Price	
Union ABS Soc x Brass Fe	emale Thread				
New!	1/2 3/4 1 1 1/4 1 1/2 2	337300 337281 337302 337303 337283 337305	10 10 10 10 5 10	\$ \$ \$ \$ \$	93.00 134.00 173.00 197.00 266.00 445.00
90° Elbow Soc					
*	1/2 3/4 1 1 1/4 1 1/2 2 3 4 6 8 10	337133 337134 337135 337136 337137 337138 337139 337140 337141 337142 337011	10 10 10 10 10 10 5 5 5 1	***********	19.70 22.95 31.30 53.15 70.00 105.00 180.00 258.00 957.00 1,322.00 1,573.00
45° Elbow Soc	Offiny divalidable iii	spigot x spigot.			
	1/2 3/4 1 1 1/4 1 1/2 2 3 4 6	337157 337158 337159 337160 337161 337162 337163 337164 337166	10 10 10 10 10 10 5 5 1	\$	34.50 35.80 44.60 67.00 86.00 117.00 192.00 306.00 838.00 1,386.00
90° Bend - Short Radius					
	1/2 3/4 1 1 1/4 1 1/2 2 3 4	337148 337149 337150 337151 337152 337153 337154 337155	10 10 10 10 10 10 5 5	\$\$\$\$\$\$\$	65.00 77.00 105.00 152.00 189.00 248.00 548.00 897.00

*** All Threads are BSP tapered unless otherwise noted ***





Description	Size inches	Product Code	Standard Packaging		Unit Price
90° Bend - Long Radius	\$p				
	3 x 12" R	337320	1	\$	623.00
	4 x 16" R	337321]	\$	1,083.00
	6 x 24" R	337322	1	\$	1,886.00
	8 x 32" R	337323	1	\$	3,524.00
(Center Line Radius = 4xD)	* Please note centerli	ne radius of 10" & 12" i	s 6D.		·
45° Bend - Long Radius	Sp				
	3 x 12" R	337330	1	\$	490.00
	4 x 16" R	337331	1	\$	729.00
	6 x 24" R	337332	1	\$	1,812.00
	8 x 32" R	337333	1	\$	2,391.00
(Center Line Radius = 4xD)					·
Tee Soc					
	1/2	337171	10	\$	22.25
	3/4	337172	10	\$	27.70
	1	337173	10	\$	41.80
	1 1/4	337174	10	\$	60.00
	1 1/2	337175	10	\$	94.00
	2	337176	10	\$	134.00
	3	337177	5	\$	234.00
	4	337178	5	\$	334.00
	6	337179	1	\$	1,075.00
	8	337180	1	\$	1,826.00
Saddle Soc					
	2 x 1 1/4	337205	1	\$	146.00
	3 x 1	337207	1	\$	237.00
	3 x 1 1/2	337208	1	\$	237.00
	4 x 1	337209	1	\$	306.00
	4 x 2	337210	1	\$	306.00
	6 x 1	337211	1	\$	382.00
	6 x 1 1/2	337212	1	\$	382.00
	6 x 2	337213	1	\$ \$	382.00
45° Wye Soc					
	1/2	337214	10	\$	92.00
	3/4	337215	10	\$	99.00
	1	337216	10	\$	105.00
	1 1/4	337217	10	\$	134.00
	1 1/2	337218	10	\$	170.00
	2	337219	10	\$ \$	258.00





Description	Size inches	Product Code	Standard Packaging		Unit Price
45° Wye - Fabricated S	p x \$p				
	3	337220	1	\$	2,265.00
	4	337221	1	\$	2,328.00
	6	337222	1	\$	2,769.00
	8	337223]	\$	3,774.00
Reducer Bushing SpxS	Soc				
	3/4 x 1/2	337051	10	\$	19.70
	1 x 1/2	337052	10	\$	21.25
	1 x 3/4	337053	10	\$	21.25
	1 1/4 x 1/2	337045	10	\$	22.95
	1 1/4 x 3/4	337046	10	\$	22.95
	1 1/4 x 1	337054	10	\$	22.95
	1 1/2 x 1/2	337047	10	\$	32.25
	1 1/2 x 3/4	337048	10	\$	32.25
	1 1/2 x 1	337055	10	\$	32.25
	1 1/2 x 1 1/4	337056	10	\$	32.25
	2 x 3/4	337049	10	\$	45.80
	2 x 1	337057	10	\$	45.80
	2 x 1 1/4	337058	10	\$	45.80
	2 x 1 1/2	337059	10	\$	45.80
	3 x 1 1/2	337061	5	\$	118.00
	3 x 2	337062	5	\$	118.00
	4 x 3	337064	5	\$	174.00
	6 x 4	337065	1	\$	402.00
	8 x 6	337066	1	\$	780.00
Reducer Bushing Sp x F	emale Thread				
**	1/2 x 3/8	337072	10	\$	26.75
**		337073	10	\$	29.95
**		337074	10	\$	42.10
	** Discontinued and will be	ecome obsolete once st	tock is depleted.	·	
Nipple Sp x NPT					
	1/2	337341	10	\$	13.40
	3/4	337342	10	\$ \$	13.65
	1	337343	10	\$	19.95
	1 1/2	337345	10	\$	27.50
	2	337346	10	\$	35.00
	3	337347	5	\$ \$ \$ \$	67.00
	4	337348	5	¢	99.00

^{***} All Threads are BSP tapered unless otherwise noted ***





Description	Size inches	Product Code	Standard Packaging		Unit Price
Reducer Coupler Soc					
	3/4 x 1/2	337121	10	\$	18.20
	1 x 3/4	337122	10	\$	22.70
	1 1/4 x 1	337123	10	\$	34.80
	1 1/2 x 1 1/4	337124	10	\$	42.10
	2 x 1 1/2	337125	10	\$	71.00
	3 x 2	337126	5	\$	162.00
	4 x 3	337127	5	\$ \$	253.00
	6 x 4	337128	1		811.00
	8 x 6	337129	1	\$	1,088.00
Female Adapter Soc x	FPT				
	1/2	337094	1	\$	35.80
	3/4	337095	1	\$ \$	41.80
	1	337096	1	\$	48.85
	1 1/4	337097	1	\$	71.00
	1 1/2	337098	1	\$	95.00
	2	337099	i	\$	125.00
	3	337100	1	\$	324.00
	4	337101	1	\$	454.00
Female Adapter Sp x Fe	emale Thread				
	1/2	337257	10	\$	35.80
	3/4	337258	10	\$	41.80
	1	337259	10	\$	48.60
	1 1/4	337260	10	\$	66.00
	1 1/2	337261	10	\$	95.00
	2	337262	10	\$	125.00
Male Adapter Soc x MF	PT				
	1/2	337086	1	\$	17.20
	3/4	337087	1	\$ \$	24.70
	1	337088	1	\$	32.75
	1 1/4	337089	1	\$	48.60
	1 1/2	337090	1	\$	75.00
Calamina.	2	337070	1	\$	83.00
	3	337092	1	\$	278.00
	4	337072	1	\$	389.00

Note: Systems using plastic threaded components are restricted to 180 psi. The use of PTFE sealing tape is recommended.

*** All Threads are BSP tapered unless otherwise noted ***





Description	Size inches	Product Code	Standard Packaging		Unit Price
Plug Male Thread	•		•		
	1/2	337264	10	\$	27.25
	3/4	337265	10	\$	32.00
	1	337266	10	\$	41.80
	1 1/4	337267	10	\$	53.40
	1 1/2	337268	10	\$ \$	69.00
/VE Tours Hallow Dadl Val	2	337269	10	Þ	77.00
/XE True Union Ball Val	1				
	1/2	337810	1	\$	165.00
	3/4	337811	1	\$	203.00
	1	337812	1	\$	240.00
	1 1/4	337813		\$	304.00
	1 1/2	337814]	\$	391.00
	2	337816		\$	492.00
		alve price list for VXE Eas	sy fit Accessories.		
/KD True Union Ball Val	lve - EPDM Seals Soc				
	1/2	337802	1	\$	351.00
	3/4	337803	1	\$	406.00
	1	337804	1	\$	509.00
	1 1/4	337805	1	\$	638.00
A STATE OF THE STA	1 1/2	337806	1	\$	834.00
	2	337807	1	\$	1,343.00
	3	337808	1	\$	2,514.00
	4	337809	1	\$	5,269.00
SXE True Union Ball Che		Soc			
	1/2	337501	1	\$	472.00
	3/4	337502	1	\$	558.00
	1	337503		\$	583.00
	1 1/4	337504	1	\$	972.00
	1 1/2	337505	1	\$	1,063.00
	2	337506		\$	1,336.00
/M Diaphragm Valve -	EPDM Diaphragm Spigo	ot			
	3	337649	11	\$	5,887.00
	4	337116	1	\$	11,772.00
	Note: Other diaphragn	n materials available up	on request.		
OK Diaphragm Valve -	EPDM Diaphragm T/U So	С			
	1/2	337119	1	\$	1,167.00
	3/4	337194	1	\$ \$	1,359.00
1100	1	337195	1	\$	1,529.00
a second	1 1/4	337196	1	\$	1,812.00
	1 1/2	337197	1	\$	1,925.00
	2	337198	· · · · · · · · · · · · · · · · · · ·	\$	2,944.00





Description	Size inches	Product Code	Standard Packaging	Unit Price
K, EPDM Seals - Glass fille	ed PP Body			
	2	337651	1	\$ 756.00
	3	337652	1	\$ 970.00
	4	337653	1	\$ 1,158.00
	6	337654	1	\$ 2,265.0
	8	337655	1	\$ 2,643.0
KM Seals - Glass filled PP	body			
	2	337656	1	\$ 1,071.0
	3	337657	1	\$ 1,386.0
	4	337658	1	\$ 1,636.0
	6	337659	1	\$ 3,146.0
	8	337660	1	\$ 3,774.0
V Y-Strainer EPDM Seals	Soc			
	1/2	337739	1	\$ 328.0
	3/4	337740	1	\$ 404.0
	1	337741	1	\$ 694.0
	1 1/4	337742	1	\$ 780.0
	1 1/2	337743	1	\$ 856.0
	2	337744	1	\$ 945.0
ansition Union ABS Soc	k Brass MPT			
	1/2	337400	10	\$ 105.0
	3/4	337401	10	\$ 130.0
	1	337109	10	\$ 168.0
	1 1/4	337191	10	\$ 247.0
	1 1/2	337192	10	\$ 295.0
	2"	337193	10	\$ 406.0
		e BSP tapered unless other	wise noted ***	
ransition Coupling – ABS				
	1/2	337994	1	\$ 119.0

1/2	337994	1	\$ 119.00
3/4	337995	1	\$ 112.00
1	337996	1	\$ 162.00
1 1/4	337997	1	\$ 203.00
1 1/2	337998	1	\$ 283.00





Description	Size inches	Product Code	Standard Packaging		Unit Price	
Solvent Cement	Low VOC!					
A I P E X	l pint l quart	337085 337084	12 12	\$ \$	88.00 143.00	
MEK Cleaner						
	1 pint 1 quart	337468 337469	12 12	\$ \$	45.35 82.00	

An indication of the number of joints likely to be made per quart of **Duraplus®** cement is as follows (it is recommended that MEK Cleaner order equals one-half the quantity of solvent cement required):

Size: inches	3/8 - 1	1 1/4 - 2	3	4	6	8	10	12
Joints:	290	144	48	32	16	10	4	4

NOTES

NOTES

IPEX Inc. General Terms and Conditions of Sale

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.

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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 Ontario and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in Toronto, Ontario. 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.

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- 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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General Terms and Conditions of Sale (April 2020)





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St. John's, NL

16 Beclin Road Mount Pearl, Newfoundland A1N 5B8 Ph. (709) 747-7473 Fax (709) 368-9111

Terms of Sale

Taxes: Extra

Transport: F.O.B. Stocking Point

Returned After written approved from IPEX
Goods: merchandise may be returned to

merchandise may be returned to our facilities. The goods must be returned freight prepaid and will be subject to

a restocking charge.

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