



TUBE FORGINGS
of AMERICA INC.

GENERAL TERMS & CONDITIONS OF SALE OF LISTED ITEMS WF-2011-A (09/01/2011) Price Schedule

1. **WARRANTY:** All fittings are warranted to be free from manufacturing defects for one year from date of shipment and will be replaced without charge provided:
 - (a) The product has been used as recommended and in accordance with recognized practice.
 - (b) Its failure resulted from a manufacturing defect and not from damage due to severe operating service including but not limited to corrosive, abrasive or other wear normally to be expected in the services involved; and
 - (c) Written notice of such defect is delivered to Tube Forgings of America, Inc. at its home office in Portland, Oregon, during the one-year period.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTIES, OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS PRICE SHEET.
2. **LIABILITY:** If merchandise is not replaced by Tube Forgings of America as provided in the warranty above, Tube Forgings' liability shall be limited to the stated selling price of any defective goods. Tube Forgings shall in no event be liable for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse, sale or fabrication of products which do or do not conform to the terms and conditions of the contract.
3. **PRICES:** Prices and other terms of sale are as established in current price sheets and are subject to change without notice. Stenographic or clerical errors are subject to correction.
4. **ACCEPTANCE OF ORDERS AND SPECIAL ORDERS:** All orders are subject to acceptance by Tube Forgings of America, Inc., at its home office, Portland, Oregon, only. No assignment of the purchaser's rights may be made without the written consent of Tube Forgings of America, Inc. Orders for special material are subject to cancellation only upon agreement to make payment for the work performed, the material used, and a reasonable profit.
5. **TERMS, PAYMENT AND PARTIAL SHIPMENT: Cash Discount – 1% - 10 days, Net 30 days. Maximum legal interest charged on accounts over 30 days past due.** All accounts are payable in United States funds, free of exchange, collection or any other charges. If in the sole discretion of Tube Forgings of America, Inc., the financial condition of the purchaser at any time so requires, Tube Forgings retains the right to require full or partial payment in advance. Tube Forgings reserves the right to make partial shipments from time to time and render invoices therefore which shall be due and payable as said invoices.
6. **TAXES:** Unless other wise specifically noted, the amount of any sales, use, occupancy, excise tax or other tax, of any nature, federal, state, or local for which Tube Forgings is legally liable, either initially or through failure of payment by purchaser, shall be added or be in addition to the price quoted and purchaser agrees to pay the same to Tube Forgings.
7. **UNAVOIDABLE CONDITIONS:** Tube Forgings of America shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including, without limitation, strikes, lockouts, fires, embargoes, war or the outbreak of hostilities, acts of God, inability to obtain shipping space, machinery, breakdowns, delays of carriers or suppliers, and governmental acts or regulations.
8. **RETURNS AND CANCELLATIONS:** No product may be returned without Tube Forgings' written consent. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by Tube Forgings. Cancellation of orders once placed with and accepted by Tube Forgings may be made only with its written consent.
9. **FREIGHT TERMS AND CONDITIONS:** Freight terms and conditions will be as set forth in current "Freight Terms Allowances Bulletin."
10. **NO WAIVER:** Tube Forgings of America's failure to insist upon any of the terms, covenants, or conditions listed herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right or a waiver or relinquishment or waiver of any other term, covenant, or condition or the exercise of any other rights hereunder.
11. **GOVERNING LAW:** This contract shall be governed by, construed and enforced in accordance with the laws of the State of Oregon.

BUYER'S ACCEPTANCE OF ABOVE CONDITIONS

Any order resulting from this quotation shall be subject to the terms and conditions herein contained and no others whatsoever. No waiver, alteration or modification of the conditions herein contained shall be binding unless in writing and signed by an executive officer or by the General Manager of Sales.



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GENERAL NOTES

MATERIALS: The list prices shown apply to Tube Forgings of America, Inc. carbon steel welding fittings to ASTM A234 Grade WPB. When quality assurance testing, or other requirements, differ from applicable sections of ASTM A234 (latest revision), such prices will be quoted on application.

MANUFACTURE: Tube Forgings of America, Inc. welding fittings covered herein conform to all applicable requirements of Specification ASTM A234 (latest revision) Grade WPB and are manufactured with dimensions and tolerances in accordance with ANSI B 16.9, and will be furnished either seamless or manufactured from welded tubes at Tube Forgings' option.

MATERIAL CERTIFICATION: Tube Forgings of America, Inc. will furnish on customer's request or when specification requires, documentation that material is in compliance with ASTM A234 GR WPB (latest revision) or applicable order specifications.

Blanket Material Certifications will be furnished at no charge when requested.

Certifications provided after shipment of order, or revisions to existing certifications, are subject to price on application.

SPECIAL END MACHINING: On application.

SEGMENTS OF ELBOWS AND RETURNS: On application.

SPECIAL COATING OR UNCOATED: On application.

EXPORT PACKING: On application.

OTHER SPECIAL PACKING: On application.

SPECIAL MARKING: On application.

Prices are F.O.B. Factory and are subject to change without notice