Multi Fittings Corporation

www.multifittings.com

("Vendor")

Terms and Conditions of Sale

1. Scope

All sales are subject to these general terms and conditions ("General T&C's"). In addition, certain products may be subject to product-specific terms and conditions ("Specific T&C's") as posted on the Vendor's website at the time of sale. **Purchaser's order is accepted subject to these General T&C's, to the applicable Specific T&C's 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 products manufactured to the Purchaser's specifications and orders for large quantities of non-inventoried 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

Delivery schedules stipulated in either the quotation ("Quotation") or the order confirmation ("Order Confirmation") 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. the Vendor's location per the American standard sales terminology or Ex Works per the Incoterms international rules applied to foreign trade contracts. The Vendor shall bear no liability for Products lost or damaged during transit. The Vendor may agree to different shipment terms as specified in the Quotation or in the Order Confirmation. 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. Purchaser must verify quantities and report discrepancies within 2 business days of receipt.

4. Prices

All prices quoted or published are F.O.B. the Vendor's location or Ex Works. 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. Quoted or published prices 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. The Purchaser must provide the Vendor with tax exemption certificates or other documents, as required by the specific tax jurisdiction, in order not to be charged for any of the applicable taxes.

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. Title to the Goods Sold

The Purchaser acknowledges and agrees that so long as the Products are in Vendor's possession, title to the Products shall remain with the Vendor until full payment therefore is received by the Vendor. The Purchaser agrees to defend, indemnify and save the Vendor harmless from any and all costs, expenses and damages arising out of any claims asserted against the Vendor pursuant to the exercise of its ownership rights or any recourse in payment of purchase price.

7. Return of Products

The Vendor may accept the return of Products, subject 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, custom-made configurations, obsolete products, excessive quantities or other specialty products cannot be returned. The Vendor may direct that Products be destroyed for credit rather than returned.

8. Changes to Products

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

9. 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 U.S. or Canadian 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.

10. 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, ultimate users of the goods or any other person, as a result of any causes beyond the reasonable control of the Vendor including, without limitation, price alterations, delay in shipments, strikes, lock-outs, fires, floods, civil commotion, riots, wars, acts of God, embargos, labor shortages, walk-outs, work slowdowns, accidents, breakdowns, delays in manufacture, transportation or delivery of goods or materials, shortages of

materials or supplies, government acts or regulations or licensing action.

11. Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of the state of New York and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the state of New York.

12. Non-waiver

No delay, failure, change or waiver by the Vendor to exercise any one or more of 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.

13. Warranty and Limitation of Liability

13.1. All of the Vendor's Products are guaranteed against defects resulting from faulty workmanship or materials, subject to the limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular products and posted, updated or amended on the Vendor's website or stipulated in the product literature,

13.2. The Vendor will replace, free of charge, including shipping charges for the replacement Products, any Products which are found to be defective in workmanship or material, provided that the following conditions are met:

13.2.1. the Vendor is promptly notified in writing of such defect immediately upon discovery of same and the defective Product is promptly returned to the Vendor. Claimant must provide documentary evidence of failure, as well as the failed components or representative samples of Product(s) that are alleged to have failed and agree to inspection by the Vendor of the system in which the alleged defective Product(s) was/(were) installed.

13.2.2. the Products have not been altered or modified after leaving the Vendor's premises, have not been used in more than one installation, show no evidence of disassembly or tampering, are not and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair and the defect is not due, without limitation, 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, acts of nature such as earthquakes, fire, flood or lightning or any other event of force majeure.

13.2.3. if the Product is perishable, the Product has been used or installed prior to the expiry date printed on the Product;

13.2.4. the Products have been used in applications or under conditions that are in accordance with the technical information or literature available from the Vendor.

13.3. Limited warranty periods may apply to certain products. Where applicable, these are posted on the Vendor's website.

13.4. The Vendor disclaims any liability or responsibility:

13.4.1. for labor, materials and/or other expenses required to replace the defective Product or to repair any damage resulting from the use thereof;

13.4.2. for the Purchaser's calculations, product drawings or engineering design specifications;

13.4.3. regarding the accuracy of any plans, drawings or specifications furnished to the purchaser as part of the sale of any of its products;

13.4.4. for loss or damage resulting from failure to abide by manufacturer's warnings, safety instructions or other precautionary guidelines.

13.5. ANY CLAIM OF LIABILITY ASSERTED AGAINST THE VENDOR 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 BUYER SHALL NOT 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.

13.6. THE VENDOR'S LIABILITY IN RESPECT TO THE SALE IS STRICTLY LIMITED TO THE REPLACEMENT OF PRODUCTS AS HEREINBEFORE SPECIFIED AND THE VENDOR SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY DAMAGES WHETHER FOR THE LOSS OF USE OR BUSINESS INTERRUPTION OR ANY OTHER CLAIM FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. THERE IS NO WARRANTY, CONDITION OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, EXCEPT AS HEREIN CONTAINED AND THE VENDOR DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF ITS PRODUCTS FOR A SPECIAL PURPOSE OR OTHER WARRANTY OF QUALITY.

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