

# General Terms and Conditions

## GENERAL

Star Pipe Products' ("Seller") terms and conditions of sale (the "Terms") shall control with respect to any sale of Seller's products (the "Goods") to any customer (each, a "Buyer") (each, an "Order"). No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of Seller. Buyer acknowledges that these Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be independently governed by the version of the Terms available online at [www.starpipeproducts.com](http://www.starpipeproducts.com) at the time of acceptance by Seller such order. All references by Seller to Buyer's specifications and similar requirements are only to describe Goods and work covered hereby and no warranties or other terms will have any force or effect. Buyer may not rely on any representation, promise or term not set forth herein and Seller expressly objects to and rejects all terms not contained in these Terms. Seller's acceptance of an Order, whether oral or written, and/or its delivery of Goods to Buyer is based on the express condition that Buyer agrees to all of these Terms.

## GOVERNING LAW; VENUE

These Terms (and every Order) shall be deemed made under and governed by the laws of the State of Texas and shall be construed and enforced in accordance therewith (without regard to its rules respecting conflicts of Law). Buyer irrevocably submits to the jurisdiction and venue of the state and federal courts located in Harris County, State of Texas, hereby waives any objections or defenses to such forum jurisdiction and venue selection, and agrees and consents that service of process may be made upon it in any legal proceeding relating to these Terms by any means allowed under Texas or federal law. **No party shall have the right to litigate, include in any lawsuit, or otherwise present claims for any other person or entity or for any class of persons or entities, and each party waives any such rights or claims it might have.**

## QUOTATIONS

Where Seller issues a quotation to place a bid, Seller's quotation is for prompt acceptance (not later than 30 days) and Seller reserves the right to modify and/or withdraw such quotation without notice. Buyer's prompt acceptance of the quotation and these Terms are material terms of the quotation and any resulting Order. In cases where freight allowance is included in the quotation, Buyer shall be liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.

## DELIVERY

Seller will make every effort to complete delivery of Goods as indicated on an Order, but Seller shall have no responsibility or liability, and will accept no back charge, for losses or damages arising from delivery delays or failure to give notice of expected delay. Seller may terminate any Order without liability of any nature, by written notice to Buyer, in the event that the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of longer than sixty (60) days.

## WARRANTY

Seller warrants Goods of its own manufacture for one (1) calendar year from the date of shipment shall conform to the material and technical specifications set forth in the Order. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Goods fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such Goods having defects in material or workmanship with the type originally furnished. Seller shall not be liable or responsible and Seller's warranty obligations shall not apply if (A) upon inspection any defects are attributed to normal wear and tear, erosion or corrosion, improper storage, use or maintenance or use of Goods with incompatible products, (B) the defect is in any portion or part of Goods not manufactured by Seller, (C) Goods have been repaired or altered outside of Seller's factory, in any manner; (D) Goods have been subjected to misuse, negligence or accidents; or (E) Goods have been used in a manner contrary to Seller's instructions or recommendations. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller's warranty to any accessory products unless otherwise agreed to in writing by Seller. If Seller's examination shall disclose to its satisfaction that the Good is defective, cannot be replaced and an adjustment is required, the amount of such adjustment shall not exceed the net line item sales price of the defective Good only and no allowance will be made for labor or expense of repairing or replacing defective Good or workmanship or damage resulting from the same. No adjustment shall be implemented unless the Good in question is returned to Seller in its originally installed condition, still connected to other components of the joint. Buyer must contact Seller as quickly as possible so Seller can assess the Good in its installed condition. No claims will be honored unless claim is made within forty-five (45) days of the defect being discovered. Where engineering design or fabrication work is supplied, Buyer's acceptance of Seller's design or of delivery of work shall relieve Seller of all further obligation for such services. THIS CLAUSE CONTAINS SELLER'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its engineering designs or Goods. Seller shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives. This warranty is non-transferable.

## LIABILITY

Seller shall not be liable for any loss, damage, cost of repairs, labor costs, special, incidental or consequential damages of any kind, whether based upon warranty (except for the obligation accepted by Seller under "Warranty" above), contract or negligence, arising in connection with the design, manufacture, sale, use or repair of the Goods or of the engineering designs supplied to Buyer. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY ORDER ISSUED PURSUANT TO ANY ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND) OR OTHERWISE, EXCEED THE LINE ITEM PRICE OF THE GOOD(S) GIVING RISE TO THE CLAIM OR \$10,000 USD, WHICHEVER IS LESS.

(Continued)

# General Terms and Conditions

<b>DISCLAIMER</b>	(1) PER AWWA/ANSI C110 A21.10, THE FLANGED JOINT IS GENERALLY SPECIFIED FOR ABOVE GROUND SERVICE. UNDERGROUND USE OF THE FLANGED JOINT IS GENERALLY NOT DESIRABLE DUE TO THE RIGIDITY OF THE JOINT. (2) SELLER WILL NOT PROVIDE WARRANTY FOR OR BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF GOOD DAMAGED BY PRESSURE JETTING OF ANY KIND, REGARDLESS OF AGE OR CAUSE.
<b>RETURNS</b>	Seller will not accept return of any Good(s) unless Seller's written permission has been first obtained, in which case the Goods will be credited subject to the following: (a) All material returned must, on its arrival at Seller's plant, be found to be in first-class condition; if not, cost of putting in saleable condition will be deducted from credit memoranda; (b) A handling charge deduction of twenty-five percent (25%) will be made from all credit memoranda issued for material returned; (c) Transportation charges, if not prepaid will be deducted from credit memoranda.
<b>SHIPMENTS</b>	All Goods sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the Order. No claim for shortages will be allowed unless made in writing within ten (10) days of receipt of a shipment. Claims for Goods damaged or lost in transit should be made on the carrier, as Seller's responsibility ceases, and title passes, on delivery to the carrier.
<b>GOODS</b>	Orders covering special, made-to-order, rush or non-standard Goods are not subject to cancellation except on such terms as Seller may specify on application.
<b>PRICES</b>	All prices and designs are subject to change without notice. All prices are F.O.B. Point of Shipment, unless otherwise stated.
<b>FORCE MAJEURE</b>	Seller shall not be responsible or liable in any way for any failure to perform due to acts of God, fire, flood, serious accidents, foreign or United States embargo, war or riot, serious shortages, unavailability or significant price increases in commodities, materials or components, labor disputes, interruption of transportation, loss of essential production services, laws, rules, regulations, instructions or acts of any U.S. or foreign governmental authority, or by any other event beyond the reasonable control of Seller or its subcontractors.
<b>TAXES</b>	The amount of any sales, excise or other taxes, if any, applicable to the Goods covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.
<b>MISCELLANEOUS</b>	Seller produces both domestic and import Goods and each are cast with country of origin. The responsibility lies with the ordering and receiving parties to determine the suitability and origin of all Goods being requested. All Goods should be installed per Seller's installation instructions. Seller's Terms always apply. Please contact Seller if either are not readily available. All Domestic fittings are compliant with the Consolidated Appropriations Act of 2014 (AIS), the Recovery and Reinvestment Act of 2009 (ARRA) and the Buy America Acts of 1983 and 1933. We offer two (2) types of Domestic restraint Goods: (1) AIS Compliant and (2) Buy American Compliant.

(1) All Goods described as AIS Compliant meet all requirements of the American Iron and Steel provision of the Consolidated Appropriations Act of 2014 (AIS), the Buy America Act of 1983 and the Buy American Act of 1933.

(2) Buy American Compliant Goods meet the original Federal Buy American Act of 1933. These Goods may include import components and this will be noted in the description of the Good.

**Pressure Cleaning Guidelines:** The Ductile Iron Pipe Research Association publishes the Installation Guide for Ductile Iron Pipe. The following language comes from Chapter 7 of the February 2012 edition of this document: "The use of pressure washing to clean the inside diameter of cement-mortar-lined iron pipe is not recommended due to the possibility of damage to the seal coat and/or cement-mortar lining. The aggressiveness of the pressure washing is dependent on water pressure, travel speed, water jets, water jet angle to the lining, distance of the water jets from the lining, diameter of pipe, type of lining application, etc. Any attempt to do so is at the sole risk of the equipment operator." Seller concurs with this position. Seller will not provide warranty for or be responsible for the repair or replacement of Good damaged by pressure jetting of any kind.

**Non-Pressure Sewer Applications:** If a mandrel test is required, or if a particular inside diameter is needed in order to accommodate CCTV equipment or some other tool, it is recommended that the installer check inside diameter compatibility by passing an object of the same size through the fitting prior to installation in order to ensure that the fitting's inside diameter is compatible with the test or inspection desired. Mandrels, CCTV equipment, testing balls, and any other object passed through the fitting shall be constructed such that it does not damage the fitting's lining when transported through it. Seller will not be responsible for buried sewer fittings that are incompatible with the aforementioned objects if that inside diameter that has not been assessed prior to installation.