

K-Tube Corporation

Terms and Conditions of Sale

Payment Terms: Upon approval, terms are 1%10, Net 30. Past due invoices will carry a 1.5% monthly carrying charge, plus collection costs and attorneys' fees. Prepayment and COD terms are available prior to approval for credit. Credit cards are accepted.

Freight: K-Tube's shipping point is FOB 13400 Kirkham Way, Poway, California. Insurance will be added for all orders.

Industry Standard: K-Tube may ship +/- 10% quantity on orders unless otherwise requested and specified in writing at time of order.

Returned Goods Policy: Discrepant Material: Returns are accepted only with a Return Authorization (RA) number issued by K-Tube. Samples may be required prior to return of material to determine discrepancy. Claims for defective goods, arising from the quantity, weight, or quality of the goods, shortages or delays, or failures in shipment or delivery, will be waived and released unless made in writing within 30 days after arrival of the goods.

Non-discrepant Material: Return of non-discrepant stock material will be subject to a 25% restocking fee. Non-discrepant special or fabricated tubing may not be returned

Cancellations: Cancellations must be made known immediately and confirmed in writing. Cancellations for non-stock orders are subject to reimbursement for costs incurred to cancellation date.

Minimums: Minimum order is \$500. K-Tube will accept purchase orders with individual line items of \$250 as long as the purchase order totals \$500 and items have the same ship date.

Certification of Material: Pack slips and Certifications are shipped with order. Orders with specific certification requirements other than the standard information provided on the pack slip/certification must be requested at time of order and confirmed in writing.

Liability: K-Tube makes no warranty or guarantee, express or implied, including any warranty as to merchantability or fitness for a particular purpose. Under no circumstance shall K-Tube be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use the goods purchased for any purpose. Liability is limited to replacement only.

Confidentiality: K-Tube Corporation's certifications, processes and buyer knowledge are held in confidence. Information related to K-Tube's manufacturing parameters which are provided for buyer's use in adapting material to specific product applications is not to be disclosed without written authorization from K-Tube.

Confirmation of Orders: Written confirmation of order is required prior to scheduling, and must include material specifications, quantity, shipping specifications, customer purchase order

number, and ship date. Any changes made after orders have been scheduled must be made in writing.

Sales and Use Tax: K-Tube reports sales and use tax in the states of California and Pennsylvania. Sales tax will be added to invoices with shipments destined to these states unless K-Tube has a valid resale certificate on file.

Terms of Sale are subject to change at K-Tube Corporation's discretion.