

MANUFACTURING AND SELLING CONDITIONS

Specifications

1. Unless otherwise instructed on order, tubing will be manufactured to Michigan Seamless Tube & Pipe's standard published tolerances or variations.
2. Unless otherwise ordered, tubing will be manufactured to outside diameter and wall thickness dimensions. If inside diameter is the more important dimension, the tubing should be ordered to OD and ID dimensions. Only two of the three cross sectional dimensions (OD, ID or Wall) in any tube are subject to standard tolerances.
3. All tubing will be oiled before shipment unless otherwise specified. In event customer specifies no rust preventive be applied, Michigan Seamless Tube & Pipe takes no responsibility for damage due to rust, regardless of whether or not rust preventive is applied.

Quotations and Orders

4. All quotations are made for immediate acceptance and are subject to change without notice. Deliveries are subject to fires, strikes, disputes with workmen, floods, accidents, delays in transportation, shortage of cars, shortage of fuel or material, shortage of labor and to any other causes beyond reasonable control of Michigan Seamless Tube & Pipe.
5. Quotations do not include any provision for any Federal, state or any other special sales or excise tax. If any such tax is applicable, then such tax will be charged and must be paid by the purchaser.
6. All sales, contracts and orders become effective only when approved and accepted in writing by the General Office or Michigan Seamless Tube & Pipe.
7. Payment on all sales and orders is due upon billing. Tubing ordered as Customer Supplied Truck, Customer Pick-Up or orders that are subject to an appointment for delivery will be invoiced for payment within five (5) days following the later to occur of (i) the proposed manufacturing completion date (promise date) or (ii) the actual date the ordered tubing is manufactured (such later date being hereinafter referred to as the "Completion Date").
8. Freight rates prevailing at time of shipment are effective on all shipments.
9. Each order is made and accepted with the understanding that the privilege is reserved by Michigan Seamless Tube & Pipe to ship as much as 10% more or less, than the quantity ordered, and that the buyer shall be invoiced accordingly.
10. Changes in design after original quotation, necessitating additional costs for tools or manufacture, will be charged to the customer.
11. In the event that tubing is ordered as Customer Supplied Truck, Customer Pick-Up or orders that are subject to an appointment for delivery, and the customer fails to cause the tubing to be picked up on or before the later to occur of (i) thirty (30) days following the proposed manufacturing completion date or (ii) the actual date the ordered tubing is manufactured, then customer will be subject to a storage fee in the amount of one and one-half percent (1.5%) of the invoice amount per month for each month that the tubing remains on Michigan Seamless Tube & Pipe's premises, such storage fee to accrue commencing on the Completion Date.

Cancellations

12. The contract resulting from this acknowledgement and acceptance of Buyer's order cannot be canceled or modified by Buyer in whole or in part except with Michigan Seamless Tube & Pipe's consent in writing, and then only upon terms and conditions then to be agreed upon which shall include protection of Michigan Seamless Tube & Pipe against all loss.

Tools

13. Charges made for special tools and dies do not convey title or the right to remove them from Michigan Seamless Tube & Pipe's possession. Maintenance of tools will be at the expense of Michigan Seamless Tube & Pipe. In the event of no reorder for a period of two years, the right is reserved to scrap the tools without further notice.

Warranty and Claims

14. Michigan Seamless Tube & Pipe warrants that the goods will be produced and tested in accordance with the specifications set forth on the face hereof. If any model or sample was shown, such model or sample was used to illustrate the general type and quality of the goods. Michigan Seamless Tube & Pipe MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO THE GOODS SOLD NOR ANY WARRANTY FOR FITNESS FOR ANY PARTICULAR PURPOSE NOR ANY WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION WHICH APPEARS ON THE FACE HEREOF. If goods appear defective, the buyer should discontinue their use and notify Michigan Seamless Tube & Pipe promptly.
15. Michigan Seamless Tube & Pipe will repair or replace (at the delivery point specified herein) at its option any tubing furnished hereunder that is found to be defective or which otherwise fails to conform to this contract. In lieu of repair or replacement, Michigan Seamless Tube & Pipe may, at its option, refund to Buyer the price paid for tubing. Buyer's remedies with respect to any tubing furnished by Michigan Seamless Tube & Pipe found to be defective or not in conformity with this contract shall be limited exclusively to the right of repair, replacement, or repayment of the price as set forth above. Michigan Seamless Tube & Pipe's liability for any other breach of this contract shall be limited to the difference between the delivered price of the goods covered hereby and the market price of such goods at the delivery point at the time of such breach. Michigan Seamless Tube & Pipe shall not be liable for any indirect, special, or consequential damages under any circumstances.
16. No returned goods will be accepted for credit or replacement due to any cause unless such return has been authorized by Michigan Seamless Tube & Pipe. Michigan Seamless Tube & Pipe reserves the option to inspect defective material at the customer's plant before it is returned.
17. Claims of any nature must be presented in writing within thirty (30) days after receipt of shipment to receive consideration. No action may be brought for any breach of the contract arising from an order hereunder between the buyer and Michigan Seamless Tube & Pipe more than one year after the accrual of the cause of action, other than an action for monies due Michigan Seamless Tube & Pipe as result of such contract.
18. The carriers are responsible for goods lost or damaged in transit. Therefore, as required in Section 2, paragraph "B" of the Uniform Bill of Lading, in case of loss or damage enroute, consignee must immediately notify the responsible carrier at destination in writing in order to substantiate formal claim when presented.
19. No agent, employee or representative of Michigan Seamless Tube & Pipe has any authority to bind it to any affirmation, representation or warranty concerning the goods referred to herein unless contained in writing on the face of such order and accepted by the General Office of Michigan Seamless Tube & Pipe.