



Price List: ABSFPN0710171

Effective: July 10, 2017

Supersedes: February 6, 2017

PRICE LIST

Applicable Standards
Certified to CSA B181.1

ABS-DWV Fittings

ABS-DWV



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Legend

C.I.	Cast Iron
FPT	Female Pipe Thread
H	Hub
I.D.	Inside Diameter
LSI	Left Side Inlet
MPT	Male Pipe Thread
RSI	Right Side Inlet
Sp	Spigot

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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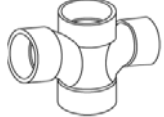
Sanitary Tee H x H x H

	1¼	027079	50	2100	\$ 31.51
	1½	027081	90	1800	\$ 16.92
	1½ x 1¼ x 1½	027055	15	1800	\$ 56.05
	1½ x 1½ x 1¼	027062	40	1200	\$ 32.85
	2	027082	45	900	\$ 36.66
	2 x 1½ x 1½	027058	45	1350	\$ 26.53
	2 x 1½ x 2	027057	25	1050	\$ 48.71
	2 x 2 x 1¼	027063	20	1200	\$ 100.99
	2 x 2 x 1½	027056	50	1000	\$ 26.40
	3	027083	20	300	\$ 70.12
	3 x 3 x 1¼	027065	45	900	\$ 158.45
	3 x 3 x 1½	027061	25	500	\$ 48.71
	3 x 3 x 2	027060	20	400	\$ 56.66
	4	027084	12	120	\$ 167.56
	4 x 4 x 2	027064	20	200	\$ 145.65
	4 x 4 x 3	027066	15	150	\$ 174.22
	6 x 6 x 6	027085	3	30	\$ 731.74

Sanitary Tee Sp x H x H

	3	027059	20	200	\$ 111.68
	3 x 3 x 1½	027671	25	500	\$ 77.18
	3 x 3 x 2	027672	20	400	\$ 96.18

Double Sanitary Tee H x H x H x H

	1½	027097	15	900	\$ 52.13
	2	027096	10	600	\$ 78.58
	2 x 2 x 1½ x 1½	027098	20	720	\$ 89.49
	3	027094	5	150	\$ 124.66
	3 x 3 x 1½ x 1½	027099	15	300	\$ 109.02
	3 x 3 x 2 x 2	027100	15	300	\$ 113.71
	4	027095	8	144	\$ 491.46

Straight Tee H x H x H

	1½	027021	35	2100	\$ 16.92
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Sanitary Tee LSI H x H x H x Hsi

	3 x 3 x 3 x 1½	027071	10	200	\$ 151.11
	3 x 3 x 3 x 2	027073	10	200	\$ 151.11

Sanitary Tee RSI H x H x H x Hsi

	3 x 3 x 3 x 1½	027072	10	200	\$ 151.11
	3 x 3 x 3 x 2	027074	10	200	\$ 151.11

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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Double Sanitary Tee - Single Side Inlet H x H x H x H x Hsi

	3 x 3 x 3 x 3 x 1½	027001	10	200	\$ 487.34
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Cleanout Tee (with plug) H x H x FPT

	1½	027144	50	1800	\$ 45.12
	2	027145	45	900	\$ 72.53
	3	027146	15	450	\$ 119.08
	4	027147	15	150	\$ 263.05
	4 x 3 x 4	027148	15	150	\$ 210.51

Double Wye H x H x H x H

	1½	027206	30	1080	\$ 61.08
	2	027207	20	600	\$ 98.27
	2 x 2 x 1½ x 1½	027212	25	500	\$ 83.87
	3	027208	15	150	\$ 177.70
	3 x 3 x 1½ x 1½	027213	10	300	\$ 148.02
	3 x 3 x 2 x 2	027214	15	225	\$ 150.23
	4	027209	5	50	\$ 502.92
	4 x 4 x 2 x 2	027216	10	150	\$ 600.23
	4 x 4 x 3 x 3	027215	8	80	\$ 458.44

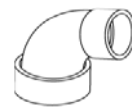
45° Wye H x H x H

	1¼	027170	50	1800	\$ 46.55
	1½	027171	70	1400	\$ 20.75
	1½ x 1½ x 1¼	027193	30	1800	\$ 29.58
	2	027172	40	800	\$ 39.21
	2 x 1½ x 1½	027194	25	1050	\$ 45.69
	2 x 2 x 1½	027195	30	1080	\$ 36.96
	3	027173	20	200	\$ 78.12
	3 x 3 x 1½	027201	20	600	\$ 55.21
	3 x 3 x 2	027196	20	400	\$ 61.22
	4	027174	12	120	\$ 168.33
	4 x 4 x 2	027198	20	200	\$ 121.54
	4 x 4 x 3	027197	15	150	\$ 152.57
	6	027176	2	40	\$ 763.62
	6 x 6 x 4	027202	4	60	\$ 586.44

45° Wye Sp x H x H

	3	027693	20	400	\$ 178.00
	3 x 3 x 1½	027199	20	600	\$ 96.71

90° Reducing Elbow H x H

	4 x 3	027127	20	300	\$ 146.16
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Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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90° Elbow H x H

	1¼	027120	75	4500	\$ 26.63
	1½ - Short	027121	125	3750	\$ 11.71
	1½ - Long	027131	110	2200	\$ 15.14
	2 - Short	027122	50	1500	\$ 18.65
	2 - Long	027132	50	1500	\$ 20.75
	3 - Short	027125	30	600	\$ 50.32
	3 - Long	027123	20	400	\$ 51.54
	4 - Short	027134	12	240	\$ 106.92
	4 - Long	027124	20	200	\$ 127.40
	6	027126	6	60	\$ 535.31

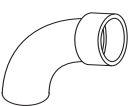
90° Elbow H x Sp

	1¼	027230	75	4500	\$ 29.15
	1½	027231	125	3750	\$ 12.24
	2	027232	50	1800	\$ 31.16
	3 - Short	027235	30	600	\$ 56.16
	3 - Long	027233	20	400	\$ 66.63
	4	027234	20	200	\$ 177.18

90° Elbow Extra Long Turn H x H

	1½	027156	50	1500	\$ 33.41
	2	027157	45	900	\$ 58.27
	3	027158	15	300	\$ 130.80

90° Elbow Extra Long Turn Sp x H

	1½	027037	45	2700	\$ 30.44
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90° Vent Elbow H x H

	1½	027111	60	3600	\$ 21.01
	3	027113	30	600	\$ 60.03

90° Elbow Slip Joint Nut x H

	1½	027161	50	2100	\$ 45.69
	1½ x 1¼	027166	50	3000	\$ 45.69

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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45° Elbow H x H

	1¼	027240	100	6000	\$ 18.80
	1½	027241	125	4500	\$ 9.48
	1½ - Long	027033	125	2500	\$ 16.01
	2	027242	50	2100	\$ 16.03
	3	027243	25	750	\$ 42.23
	4	027247	25	375	\$ 82.59
	4 - Long	027244	15	300	\$ 122.88
	6	027246	8	80	\$ 537.98

45° Elbow H x Sp

	1¼	027220	100	6000	\$ 18.80
	1½	027221	125	4500	\$ 9.60
	1½ - Long	027024	50	3000	\$ 13.88
	2	027222	50	3000	\$ 19.14
	3	027223	25	750	\$ 44.93
	4	027227	25	375	\$ 123.78
	4 - Long	027224	10	300	\$ 149.69
	6	027226	5	100	\$ 619.52

22½° Elbow H x H

	1¼	027250	100	6000	\$ 23.37
	1½	027251	75	4500	\$ 14.55
	2	027252	50	2100	\$ 27.15
	3	027253	25	750	\$ 59.82
	4	027254	15	300	\$ 111.31
	6	027256	4	80	\$ 669.13

60° Elbow H x H

	1¼	027260	75	4500	\$ 160.71
	1½	027261	75	3150	\$ 27.00
	2	027262	40	1680	\$ 36.18
	3	027263	20	600	\$ 81.10
	4	027264	10	300	\$ 156.97

90° 3 Way Elbow H x H x H

	1½	027022	70	1400	\$ 105.65
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Male Adapter H x MPT

	1¼	027330	125	7500	\$ 16.47
	1½	027331	125	7500	\$ 11.01
	1½ x 1¼	027336	90	10800	\$ 13.63
	2	027332	80	4800	\$ 24.88
	3	027333	30	1080	\$ 42.86
	4	027334	20	840	\$ 126.14

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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Female Adapter H x FPT

	1¼	027340	125	7500	\$ 18.80
	1½	027341	100	6000	\$ 12.54
	2	027342	75	3150	\$ 24.47
	3	027343	30	1080	\$ 44.46
	4	027344	25	750	\$ 104.90
	6	027599	8	160	\$ 429.91

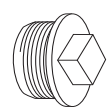
Cleanout Adapter with plug Sp x FPT

	1¼	027705	50	3000	\$ 37.02
	1½	027706	90	5400	\$ 29.13
	2	027707	50	3000	\$ 45.62
	3	027708	30	1080	\$ 69.08
	4	027709	25	750	\$ 145.53
	6	027610	15	225	\$ 566.30

Cleanout Adapter without plug Sp x FPT

	1¼	027600	100	6000	\$ 17.63
	1½	027601	100	6000	\$ 15.27
	2	027602	60	3600	\$ 29.81
	3	027603	35	1260	\$ 46.55
	4	027604	25	750	\$ 79.92

Cleanout Plug MPT

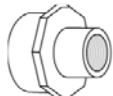
	1¼	027500	130	3900	\$ 20.31
	1½	027501	100	12000	\$ 14.19
	2	027502	150	6300	\$ 18.23
	3	027503	25	3000	\$ 25.62
	4	027504	35	2100	\$ 52.21
	6	027406	20	600	\$ 220.75

Reducing Bushing Sp x H

	1½ x 1¼	027280	150	9000	\$ 12.77
	2 x 1¼	027290	150	9000	\$ 19.45
	2 x 1½	027282	150	9000	\$ 8.51
	3 x 1½	027292	35	2100	\$ 41.19
	3 x 2	027284	60	2160	\$ 29.70
	4 x 1½	027276	10	600	\$ 66.19
	4 x 2	027288	20	1200	\$ 63.86
	6 x 4	027297	24	360	\$ 319.31

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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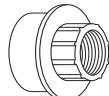
Reducing Bushing Sp x FPT

	1 ½ x ¾	027279	100	6000	\$ 29.03
	1 ½ x 1 ¼	027281	100	12000	\$ 23.16
	2 x 1 ½	027285	125	7500	\$ 34.22

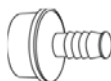
Flush Bushing Sp x H

	4 x 3	027034	35	1050	\$ 56.81
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Dishwasher Adapter Sp x FPT

	1 ½ x ½	027277	100	12000	\$ 18.70
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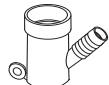
Dishwasher Adapter Sp x Barb

	1 ½ x ½	027278	80	9600	\$ 31.23
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Dishwasher Wye H x H

	1 ½ x 1 ½ x ½	027192	40	2400	\$ 36.18
	1 ½ x 1 ½ x ¾	027203	40	2880	\$ 55.41

Dishwasher Wye Sp x H

	1 ½ x 1 ½ x ½	027191	40	2400	\$ 40.25
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Adapter - Copper Pipe to DWV FPT x MPT

	* 1 ¼	027987	100	6000	\$ 45.87
	* 1 ½ x 1 ¼	027988	80	4800	\$ 42.49
	1 ½ x 1 ½	027984	80	4800	\$ 34.75
	2	027989	25	3000	\$ 71.38
*CSA Certified for use in P-Trap area only.					

Union (Special washer included)

	1 ½ x 1 ½	027985	50	3000	\$ 54.38
	2	027357	15	1800	\$ 96.60

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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Swivel Nut - ABS Pipe to Tray Plug (Washer included)

	1½	027983	100	6000	\$ 42.67
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Strainer Adapter H x FPT

	1½	027036	40	1680	\$ 33.35
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Permanent Cap H

	1¼	027410	120	14400	\$ 22.67
	1½	027411	80	10800	\$ 21.00
	2	027415	110	6600	\$ 36.04
	3	027413	30	1800	\$ 62.66
	4	027414	25	900	\$ 67.85

Threaded Cap (Washer included)

	1½	027891	100	12000	\$ 25.64
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Coupling H x H

	1¼	027350	125	7500	\$ 15.29
	1½	027351	125	7500	\$ 6.74
	2	027352	100	3600	\$ 10.40
	3	027353	45	900	\$ 24.14
	4	027354	25	500	\$ 43.70
	6	027356	12	180	\$ 278.07

Increaser H x H

	1½ x 1¼	027360	125	5250	\$ 21.47
	2 x 1½	027362	75	3150	\$ 18.56
	3 x 1½	027363	35	1260	\$ 44.58
	3 x 2	027364	35	1260	\$ 41.76
	4 x 1½	027369	20	720	\$ 67.56
	4 x 2	027365	20	720	\$ 67.56
	4 x 3	027366	30	900	\$ 58.75

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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"P" Trap H x H

	1¼	027430	20	1200	\$ 107.96
	1½	027431	40	1200	\$ 34.20
	2	027432	20	400	\$ 81.30
	3	027433	10	100	\$ 191.85
	4	027434	6	60	\$ 376.88
	4 x 3	027949	5	90	\$ 465.43

"P" Trap with Cleanout H x H

	1¼	027440	20	1200	\$ 122.79
	1½	027441	40	800	\$ 41.16
	2	027442	20	400	\$ 146.84

"P" Trap Union H x H

	1¼	027470	40	1200	\$ 72.81
	1½	027471	40	800	\$ 44.19
	2	027472	20	400	\$ 111.10

"P" Trap Union with Cleanout H x H

	1¼	027467	20	1200	\$ 127.99
	1½	027468	40	800	\$ 45.04
	2	027443	15	450	\$ 151.98

"P" Trap Union (Pivoting) with Cleanout H x H

1½	027012	35	700	\$ 49.55
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"S" Trap H x H

	1½	027289	20	720	\$ 69.80
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"S" Trap with Cleanout H x H

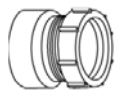
	1¼	027450	10	1200	\$ 117.89
	1½	027451	20	720	\$ 74.81

Threaded Cap for "P" Trap

	1¼	090890	12000	-	\$ 27.02
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Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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Male Trap Adapter Sp x Plastic Nut

	1¼	027476	100	6000	\$ 29.17
	1½	027477	100	6000	\$ 20.81
	1½ x 1¼	027478	100	6000	\$ 21.87
	1½ x 7 Long	027651	25	1500	\$ 52.53
	2	027302	60	7200	\$ 48.72

Female Trap Adapter Plastic Nut x H

	1¼	027320	125	5250	\$ 30.44
	1½	027321	100	6000	\$ 18.68
	1½ x 1¼	027329	100	6000	\$ 19.48

Closet Flange H

	4 x 3	027584	25	500	\$ 60.66
	4 x 4	027573	25	500	\$ 73.38

Adjustable Closet Flange Flush Fit H

	4 x 3	027582	25	500	\$ 65.36
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Closet Flange with Test Plug H

	4 x 3	027591	25	500	\$ 66.85
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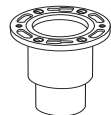
Adjustable Closet Flange with Test Plug (Flush fit) H

	4 x 3	027583	25	500	\$ 98.92
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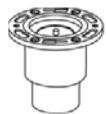
Closet Flange Sp

	4 x 3	027585	25	750	\$ 73.82
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Adjustable Closet Flange Kit for Concrete

	4 x 3	027592	12	240	\$ 183.93
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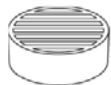
Adjustable Closet Flange Kit for Concrete for use in Slab on Grade W.C. Installations

	4 x 3	027593	12	240	\$ 165.53
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Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
Adjustable Offset Closet Flange H					
	4 x 3	027574	15	300	\$ 203.65
45° Discharge Closet Flange adjustable with plastic ring H					
	4 x 3	027950	20	400	\$ 153.20
Adjustable Closet Flange H					
	4 x 3	027586	25	500	\$ 95.86
Adjustable Closet Flange with Test Plug					
	4 x 3	027588	25	500	\$ 98.93
Adjustable Closet Flange Sp					
	4 x 3	027587	25	500	\$ 113.76
Closet Flange Spacer Ring					
	4	027002	25	1500	\$ 32.36
Reducing Adapter (Sewer to DWV) Sp x H					
	4 x 3	027294	40	800	\$ 91.45
	4 x 4	027050	25	750	\$ 91.45
Reducing Adapter (DWV to DWV) Sp x H					
	4 x 3	027286	40	1200	\$ 56.80
Hub Adapter (Sewer to DWV) H x H					
	4 x 3	027376	40	1200	\$ 79.91
Adapter Bushing (Sewer to DWV) H x Sp					
	2	027310	80	9600	\$ 20.89
	3	027311	50	2100	\$ 24.55
	4	027312	50	1000	\$ 27.62

Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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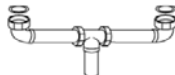
Drain Grate Sp

	3	027619	50	3000	\$ 47.79
	4	027741	25	1500	\$ 58.15

Continuous Waste End Outlet 16" Long

	1½	027730	20	400	\$ 149.24
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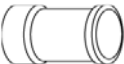
Continuous Waste Centre Outlet 16" Long

	1½	027740	20	400	\$ 179.33
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M.J. Cast Iron Adapter Sp x H

	2	027522	50	3000	\$ 61.09
	3	027523	30	1080	\$ 69.45
	4	027524	15	900	\$ 106.43
	4 x 3	027528	15	900	\$ 106.43

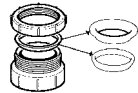
Cast Iron Adapter C.I. Hub x DWV Sp

	2	027532	30	1800	\$ 51.25
	3	027533	30	600	\$ 80.86
	4	027534	15	300	\$ 151.97
	4 x 3	027535	10	420	\$ 103.22

Galvanized Pipe Adapter H x Slip Joint

	1½	027900	50	3000	\$ 39.60
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2-in-1 Combination Trap Adapter

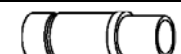
	1½ x 1½ x 1¼	027039	100	6000	\$ 26.79
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Fitting	Dimension <i>inches</i>	Product Code	Carton Qty	Pallet Qty	Unit Price
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Expansion Joint H x H

 (3" Travel)	1½	027611	40	1440	\$ 166.21
	2	027612	30	900	\$ 238.18
	3	027613	15	450	\$ 308.34
	* 4	027614	6	120	\$ 565.31
	* Note: 027614 has 8" of travel				

Expansion Joint H x Sp

	3	027615	15	450	\$ 282.89
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Slip Joint Nut (Washerless) FPT

	1¼	090630	50	-	\$ 8.52
	1½	090631	50	-	\$ 7.31

Slip Joint Nut FPT

	1½	027633	200	14400	\$ 7.33
	2	027632	600	18000	\$ 23.17

Slip Joint Washer

	1¼	027856	50	-	\$ 4.35
	1½	027857	25	-	\$ 4.46

Polyethylene Orange Flexible Test Cap

	1¼	027874	125	15000	\$ 12.46
	1½	027875	200	8400	\$ 7.92
	2	027876	150	6300	\$ 14.70
	3	027878	35	2100	\$ 19.30
	4	027880	40	1200	\$ 27.01

Roof Flashing (Neoprene)

	4	027624	12	240	\$ 368.42
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Test Plate

	3	027658	100	12000	\$ 24.77
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Drum Trap (with plug) H x H

	1½	027010	15	450	\$ 250.44
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IPEX Inc.

www.ipexna.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 province of Ontario and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the province of Ontario.

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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