

TERMS AND CONDITIONS OF SALE

United Pipe and Supply Inc.

Last Revised: January 1, 2026

1. INTRODUCTION

These Terms and Conditions of Sale ("Terms") govern all sales of goods ("Goods") and related services by United Pipe and Supply Inc. ("United Pipe and Supply") to the buyer ("Buyer").

Buyer's acceptance of any quotation, issuance of a purchase order, or acceptance of delivery of Goods constitutes acceptance of these Terms. These Terms supersede all prior or contemporaneous agreements, communications, or understandings, whether written or oral, unless expressly agreed to in a writing signed by an authorized representative of United Pipe and Supply.

2. PRICES

Prices are subject to change at any time prior to shipment unless otherwise expressly stated in writing. United Pipe and Supply reserves the right to correct clerical, typographical, or administrative errors.

3. TAXES

Buyer shall be responsible for all applicable sales, use, excise, value-added, or other taxes, duties, or governmental charges of any kind, excluding taxes based on United Pipe and Supply's net income.

4. PAYMENT TERMS

Payment terms are net thirty (30) days from the invoice date unless otherwise agreed in writing.

Any amounts not paid when due may accrue interest at the maximum rate permitted under California law. Buyer shall be responsible for all costs of collection incurred by United Pipe and Supply, including reasonable attorneys' fees.

5. SHIPMENT AND DELIVERY

All shipments are F.O.B. United Pipe and Supply's facility unless otherwise agreed in writing. Risk of loss or damage passes to Buyer upon delivery of the Goods to the carrier.

Delivery dates are estimates only and are not guaranteed. United Pipe and Supply shall not be liable for any delays in delivery.

6. LIMITED WARRANTY DISCLAIMER

To the fullest extent permitted by applicable law, all Goods are provided "AS IS" and "WITH ALL FAULTS."

United Pipe and Supply expressly disclaims all warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

7. LIMITATION OF REMEDY

Buyer's sole and exclusive remedy for any claim arising out of or relating to the Goods shall be limited, at United Pipe and Supply's sole discretion, to the repair or replacement of the nonconforming Goods.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, United Pipe and Supply's total liability arising out of or relating to any transaction shall not exceed the amount paid by Buyer for the specific Goods giving rise to the claim.

In no event shall United Pipe and Supply be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of use, or delay damages.

9. FORCE MAJEURE

United Pipe and Supply shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, labor disputes, material shortages, transportation delays, governmental actions, or supplier failures.

10. CANCELLATION

Orders may not be canceled or modified except with the prior written consent of United Pipe and Supply.

Buyer shall be responsible for all costs incurred prior to cancellation. Orders for custom or fabricated Goods are non-cancelable once fabrication has commenced.

11. ASSIGNMENT

Buyer may not assign or transfer any of its rights or obligations under these Terms without the prior written consent of United Pipe and Supply, which shall not be unreasonably withheld.

12. INSPECTION AND ACCEPTANCE

Buyer shall inspect all Goods promptly upon receipt. Any claims for defects, shortages, or nonconformance must be made in writing within ten (10) days of delivery.

Failure to provide such notice shall constitute irrevocable acceptance of the Goods.

13. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

WATER WORKS FITTING FABRICATION TERMS (CALIFORNIA)

1. SCOPE OF FABRICATION

United Pipe and Supply fabricates custom water works fittings in accordance with Buyer-approved drawings and specifications.

No engineering, hydraulic design, installation, or system testing services are provided unless expressly agreed to in writing.

2. STANDARDS

Fabrication shall conform to applicable AWWA, ASTM, and municipal standards as specified by Buyer. United Pipe and Supply does not independently verify the adequacy of such specifications.

3. PRESSURE RATINGS

Fittings are fabricated to the pressure class specified by Buyer. United Pipe and Supply does not warrant system performance, surge protection, or suitability for any particular application.

4. MATERIALS AND WELDING

Materials shall meet applicable specifications as provided or specified by Buyer. Welding shall be performed in accordance with commercially reasonable industry practices.

5. COATINGS AND LININGS

Unless otherwise expressly stated in writing, all fittings are supplied uncoated and unlined. United Pipe and Supply makes no warranty regarding coating or lining performance after installation.

6. CUSTOM GOODS

All fabricated water works fittings are custom goods and are non-returnable and non-refundable once fabrication has commenced.

7. INDEMNIFICATION

Buyer shall indemnify, defend, and hold harmless United Pipe and Supply from and against any and all claims, damages, losses, and expenses arising out of or related to Buyer's specifications, use, or installation of the Goods, except to the extent caused by United Pipe and Supply's sole negligence or willful misconduct.

8. LIMITATION OF LIABILITY

United Pipe and Supply's liability with respect to fabricated fittings shall in no event exceed the amount paid by Buyer for the specific fittings giving rise to the claim.