



AN ISO 9001:2015 COMPANY
CERTIFICATE NO.: C755336

Terms and Conditions of Sale

TERMS: Net 30 days. Remit payment to the address listed on the invoice.

PRICING: Prices take effect at the time the order is entered providing the requested shipping date is within 30 days of the date of order. Alloys surcharges may be added for specific electrode products. Prices do not include taxes and are subject to the addition to any and all taxes which PINNACLE ALLOYS may be required by law to pay or collect by reason of the sale, purchase or use of the products sold. Duty and Customs charges, if applicable, are at the expense of the importer and not included in any PINNACLE ALLOYS product pricing.

SHIPPING POLICY: All products are sold F.O.B. shipping point. PINNACLE ALLOYS will select F.O.B. point of shipment, route, and method of payment. Should customers specify point of shipment, route or method of shipment, additional expenses incurred will be charged to the customer; or at PINNACLE ALLOYS's discretion, shipment may be sent collect (or freight added to invoice) and all freight charges billed to customer.

PREPAID FREIGHT QUALIFICATION: All shipments are F.O.B. shipping point, with freight prepay and allowed for shipment to one destination in the continental United States providing they meet the requirements listed below:

- Orders totaling 2,000 lbs or more of any combining electrodes (carbon steel MIG wire requires a minimum of two standard pallets)
- Orders totaling 500 lbs or more of 300 series stainless products only
- Combined orders totaling 300 lbs or more of stainless products and 1500 lbs of other products

PINNACLE ALLOYS maintains the right to vary from these freight terms for products sold below standard distributor prices.

REPORTING FREIGHT DAMAGE:

- Freight damage, if noted at the time of delivery, please mark "DAMAGE" or "POSSIBLE DAMAGE" on the delivery receipt. This will note to the carrier that a possible claim is pending on the shipment. Request an inspection by the carrier. Usually a carrier will not do an inspection unless the value of his shipment is over \$400. We encourage you to accept the damaged shipment and settle the claim with the carrier. If this is not possible, then return authorization will have to be issued and the shipment returned for credit, repair, and claim. You will need a copy of the delivery receipt marked "DAMAGED" to attach to the claim for the carrier.
- Concealed damage must be reported to the carrier within 15 days of the delivery, or the carrier by law is not liable. Make a note of whom you talk to and the date the damage was reported. Request an inspection by the carrier. This information needs to be included on the claim form when presented to the carrier.

If a customer needs assistance in filing a freight claim, call PINNACLE ALLOYS at the numbers listed below.

REPORTING DAMAGED UPS SHIPMENTS: Contact the local UPS agent and report the damage.

- UPS will do one of two things:
 1. UPS will issue a call tag for the damaged cartons.
 2. Depending on the dollar value of the shipment, UPS may send someone to do a personal inspection of the damaged material.
- UPS should issue an LDI number for each damaged carton and send a hard copy to you.
- PINNACLE ALLOYS must file the claim for the damage. Be sure to list each LDI number for each carton.
- UPS damage, needs to be listed on the delivery slip when signing for packages. If damage is noted after delivery, call UPS to report the damage. UPS will not honor the claim for the damage if they have a "SIGNED CLEAR DELIVERY" slip for the package.

PINNACLE ALLOYS I, LLC.

www.pinnaclealloys.com

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The above procedure should be followed for each damaged shipment. For assistance, call PINNACLE ALLOYS at the numbers listed below.

WARRANTY: PINNACLE ALLOYS warrants all products to be free from defects in material and workmanship for one year from date of shipment. This warranty is invalid if material is not properly maintained. Electrodes/wire may rust if not kept dry. PINNACLE ALLOYS cannot take responsibility for product that rusts from exposure after leaving our facilities.

As PINNACLE ALLOYS has no control over selection of type, procedure, or quality control used by the customer, the only liability to the seller shall be to replace any products which have failed due to defective material or workmanship as described by the performance standards of the American Welding Society with respect to such products. Notification of any defective materials should be made to the seller immediately upon detection of defect.

By not complying with this policy, the seller makes no warranty, expressed or implied, in fact, or in law, in regard to replacement products referred to above. The seller should not be under obligation or liability for any direct, indirect or consensual damages arising from failures or workmanship or for any warranty or representation not expressly set forth above.

RETURNED MATERIAL: All product must be in original packaging, free of markings by distributor or end user. Only product in original master cartons are eligible for return (no individual GTAW tubes will be accepted due to liability).

1) DEFECTIVE MATERIAL: Under no circumstances will products be received at factory or other distribution centers without prior written authorization from PINNACLE ALLOYS.

- Authorization will not be considered unless full operating parameters are received to include current range, voltage, base metal, thickness, welding position, and anything unique to the application.
- Return a sample of the allegedly defective material. One box, one coil, or one unopened spool from heat/lot in question as indicated by weight on the return goods authorization sheet (RGA).
- Any material received in condition not suitable for immediate weld testing and evaluation will be rejected and the claim closed.

2) SURPLUS STOCK AND ORDERING ERRORS: Under no circumstances will products be received at factory without prior written authorization from PINNACLE ALLOYS.

- Any request for return must be received within six months of date shipped. The original invoice number must be included.
- Product must be a standard, non-special product. Obsolete or discontinued items will not be considered. PINNACLE ALLOYS will determine credit for the return.
- All material must be sellable as new upon receipt at PINNACLE ALLOYS. Any repackaging or extraordinary costs incurred by PINNACLE ALLOYS will be applicable against the return. The original invoice must be indicated. The restocking schedule is as follows:

Product Type	From Ship Date	Restock Charge
Coated Electrodes	6 Months	20%
Fluxcored Electrodes	6 Months	20%
Flux	6 Months	20%
Carbon Steel, Low Alloy, & Aluminum Solid Wire*	6 Months	15%
Stainless, Nickel, & Copper Solid Wire*	1 Year	15%

***GTAW wires must be in master cartons.**

- All return goods are to be shipped F.O.B. Houston, Texas or F.O.B. Phoenix, Arizona where applicable, and packaged to prevent damage in transit.



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- Test material, if authorized for return and meets above criteria, will only be credited at invoice price, not to include test charges.

3) **ADMINISTRATIVE RETURNS:** Returning materials, such as shipping errors, are administrative in nature. However, a written authorization must be obtained for proper identifications.

4) **CANCELLATIONS:** In the event of a cancellation of an order or any portion thereof by a buyer prior to shipment and subject to being a standard product, no cancellation charges will be assessed.

- Any standard product with the carrier as received will be handled as an order error returned. Any charges involved for the return of material will be for the customer's account.
- Cancellation will not be allowed on any item which is not standard or not found on the published price list in effect at the time of order entry, unless material has not been produced.

FORCE MAJEURE: PINNACLE ALLOYS shall not be liable to the buyer for any delay in any performance or for failure to render any performance, and any such delay or failure shall for all purposes be excused, when such delay or failure is directly or indirectly caused by governmental laws or regulations (whether or not valid); acts of war; acts of government; acts of God; acts of terrorism; sabotage; civil disturbances; strikes or labor disturbances; equipment failure; the inability to procure raw materials, power, equipment, labor, or other supplies on an economic basis; explosions; accidents; transportation delays or shortages; floods; landslides; epidemics; or similar or dissimilar events which events are beyond the reasonable control of PINNACLE ALLOYS, in any of the foregoing cases whether or not foreseeable (collectively, "Force Majeure Events"). In expansion, and not limitation, of the foregoing, a Force Majeure Event shall be deemed to delay or prevent performance if it directly or indirectly causes the timely performance by PINNACLE ALLOYS of any of its obligations to be commercially impracticable.

PINNACLE ALLOYS shall not be denied relief under this paragraph if it fails to avoid or resolve any Force Majeure Event, except to the extent that it fails to employ commercially reasonable efforts to avoid or resolve each event, which efforts shall not be required to include the expenditure of funds. Upon the occurrence of any event or circumstance referenced above, PINNACLE ALLOYS shall have the right to allocate products among its customers in its sole discretion. This paragraph shall be effective and apply even if the Force Majeure Event invoked by PINNACLE ALLOYS had been in effect on the date a particular order for products was accepted by PINNACLE ALLOYS. This paragraph supplements, and does not replace, any remedies available to PINNACLE ALLOYS under the Uniform Commercial Code and other applicable law.