

## Prajekto 360 INTL (PI) PVF Returns and Claims Policy

Prajekto International (PI) has established a Returns and Claims Policy for their Pipe, Valves, Fittings and Flanges (PVF) Products. This policy, which is integrated into and should be read together with PI's General Terms and Conditions, outlines the procedures for returning PVF Products and defective material claims. Please note that no debit memo should be deducted from PI invoices or charges until after a return or claim has been entered, reviewed, accepted and a PI Credit Memo has been issued. Any debit deductions made by the buyer prior to the issuance of a PI Credit Memo will be rejected, and the buyer will be responsible for immediate payment of the subject invoice in full.

## **Return Policy for PVF Products**

- a. Most PVF Products, except for custom cut pipe and custom machined fittings and flanges, such as Pipe, Fittings, Flanges, Nipples, Castings, Valves, and Y-Strainers, may be returned to PI within thirty (30) days of delivery to the buyer. This is subject to (i) the terms of this Return and Claim Policy and (ii) PI's issuance of a Merchandise Return Authorization ("MRA"). To request a return of products, the buyer must make a written request to PI. The returned products must be in the same prime condition as originally shipped by PI. No return will be accepted by PI without an issued MRA, and the products must be shipped to the address specified on the MRA. Custom cut pipe and custom machined fittings and flange orders are not returnable.
- b. After PI inspects, reviews and accepts the returned products, subject to and in conformity with an MRA, PI will issue a Credit Memo. The buyer is not entitled to deduct any amounts due to PI unless specifically authorized in the PI-issued Credit Memo. c. A restocking fee of twenty-five percent (25%) of the invoiced price of the returned products or \$50.00, whichever is greater, may be applied to any MRA-authorized returns.
- d. The buyer is responsible for shipping all products returned, freight prepaid. If any products are returned without a valid MRA or are not in the same prime condition as originally shipped by PI, the products will be returned to the buyer at the buyer's cost without the issuance of a Credit Memo.
- e. Products comprised of Mill Direct Orders are not returnable.

## **Claims Policy for Long Products**

In accordance with the terms of PI's General Terms and Conditions, PI's Long Products will be free from material defects and shall conform to the description set forth in Seller's Sales Order Confirmation. All PI Long Products are subject to industry- accepted tolerances on dimension and weight. To be considered, Buyer's notice of a claim of material defect for Long Products must be delivered to PI within six (6) months from the date of delivery for such product(s). In order to submit a claim under this policy, such claim shall be made to the PI Account Manager assigned to Buyer, in writing accompanied with:

- (i) Photographs or test reports that clearly display or describe the nature of the defect;
- (ii) A copy of the mill test report ("MTR") and packing list corresponding to the products subject to the Claim; and
- (iii)A description of the defect and exact location thereof.

  The Long Products (or representative samples of same) described in the claim of material defect shall be made available by Buyer to PI on request of PI for evaluation.

Upon PI's inspection, review and acceptance of Buyer's claim, PI shall (i) issue an MRA and (ii) replace the defective product with replacement product following PI's acceptance of return of the defective products. In accordance with PI's MRA instructions, Buyer shall ship, at Buyer's expense and risk of loss, the defective products to PI's facility as set forth in the MRA. This is Buyer's sole remedy and



PI's sole liability upon any defective Long Products claims.

PI does not reimburse for labor (i.e. backoff charges), processing charges, freight, and/or transfer charges or any other charges associated with claims resulting from material defect.