

## **TCI PVF Returns and Claims Policy**

This document sets forth the policy and procedures for returns and defective material claims for Ta Chen International, Inc. (“TCI”) Pipe, Valves, Fittings and Flanges (“PVF”) Products. This TCI PVF Returns and Claims Policy is integrated into and should be read together with TCI’s General Terms and Conditions.

**NOTICE:** No debit memo shall be deducted from TCI invoices or charges until after a return or claim has been entered, reviewed, accepted and a TCI Credit Memo has been issued. Buyer’s debit deductions prior to the issuance of a TCI Credit Memo will be rejected and Buyer shall be responsible for immediate payment of the subject invoice in full.

### **1. Return Policy for PVF Products**

- a. All PVF Products, with the exception of custom cut pipe and custom machined fittings and flanges, including but not limited to Pipe, Fittings, Flanges, Nipples, Castings, Valves and Y-Strainers may be returned to TCI within thirty (30) days of delivery to Buyer, subject to (i) the terms of this Return and Claim Policy and (ii) TCI’s issuance of a Merchandise Return Authorization (“MRA”). An MRA may be issued following Buyer’s written request of TCI for return of Products. The returned Products must be returned in the same prime condition as was originally shipped by TCI. No return will be accepted by TCI without an issued MRA and unless shipped to the address specified on the MRA. Custom cut pipe and custom machined fittings and flange orders are not returnable.
- b. Upon TCI’s inspection, review and acceptance of the returned Products subject to and in conformity with an MRA, TCI will issue a Credit Memo. Buyer shall not be entitled to deduct from any amounts due TCI unless specifically authorized in the TCI-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. All Products returned shall be shipped freight prepaid by Buyer. If any Products are returned (i) without a valid MRA, or, (ii) the Products are not returned in the same prime condition as was originally shipped by TCI, the Products will be returned to Buyer, at Buyer’s cost without the issuance of a Credit Memo.
- e. Products comprised of Mill Direct Orders are not returnable.

### **2. Claims Policy for PVF products**

In accordance with the terms of TCI’s General Terms and Conditions, TCI’s PVF products will be free from material defects and shall conform to the description set forth in Seller’s Sales Order Confirmation. All TCI PVF products are subject to industry-accepted tolerances on dimension and weight.

To be considered, Buyer’s notice of a claim of material defect for PVF products must be delivered to TCI 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 TCI Account Manager, 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 PVF product or products (or representative samples of same) described in the claim of material defect shall be made available by Buyer to TCI on request of TCI for evaluation.

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

TCI 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.