

ASAHI/AMERICA

EFFECTIVE:2/01/11

SUBJECT TO CHANGE WITHOUT NOTICE

Pipe & Fittings-Price Code A

Proweld Equipment-Price Code C

Poly-Flo®

Double Contained

Piping Systems

Engineered Products Division

List Price Sheet
#PF-2-01-11



www.asahi-america.com

Poly-Flo[®] Double Contained Piping Systems

Some information may be appropriate only for certain products/specification formats; therefore, the user must use the information provided as an outline.

1.1 Materials

- A. The pipe and fittings shall be of the same material for both the inner and outer piping. The responsible designer shall exercise good engineering practice in all areas including the selection of the materials of construction.
- B. Black UV stabilized block homopolymer polypropylene shall meet the requirements of ASTM D4101. Material shall provide weathering resistance for outdoor use without further coating, covering or wrapping.
- C. High-density polyethylene shall meet the requirements of ASTM D3408 cell classification 345445C. All related accessories shall be made from the same resin.
- D. Elastomers shall be selected by the designer with regard to the compatibility of the fluid service anticipated. O-rings must be inspected during installation to verify surface quality, and as with all sealing materials, periodic inspections may be appropriate. Stainless steel bolts, nuts and washers are recommended for flange assemblies.

1.2 Configuration

- A. All pipe shall be one-piece double-wall extruded simultaneously. The primary pipe shall be integral with the secondary pipe via connecting ribs, which are continuous down the entire length of each section of pipe. No centralizing clips, spiders, disks or supports shall be allowed.
- B. Molded double containment fittings shall be of unitary construction. Permanent alignment of the inner and outer fittings shall be maintained via molded-in ribs. The ends of both the inner and outer fittings shall be flush (in one plane). Molded-in supports shall be set back from the ends of the fittings to allow mixing of any fluids in the annular space.
- C. Fabricated fittings in Polyethylene and Polypropylene shall be allowed provided all welds are butt fusion style. The manufacturer shall provide pressure ratings on fabricated fittings.
- E. Identical wall thickness for the inner and outer walls are mandatory for each size.
- F. Termination of the double containment shall be conducted utilizing a termination flange, Metric & IPS socket adapter or Metric & IPS spigot adapter or machined termination fitting.

1.3 Pressure Rating

- A. Pipe and fittings shall be rated for 100 psi in all sizes and materials at 73°F.
- B. Inner and outer fittings shall both be rated for 100 psi, including all termination fittings, transition fittings and drainage fittings.

1.4 Joining Methods

- A. All field welding shall be butt welded per the general guidelines of ASTM D2657 for polyolefin piping, and in general accordance with the manufacturer's printed guidelines.
- B. Mechanical connections in polypropylene can be conducted utilizing a double wall flange adapter. A double wall flange shall be connected to a double wall o-ring flange for proper sealing. Consult factory for pressure ratings.

Poly-Flo[®] Double Contained Piping Systems

1.5 Installation and Support

Installation procedures shall be as per the manufacturer's written specifications. Pipe support spacing must be adequate to prevent any appearance of sagging. Standard design practice for single wall thermoplastic piping with regard to expansion and contraction shall be followed. Valves and other auxiliary items shall be independently supported.

1.6 System Testing

A. Pressure Systems

To fully test both the inner and outer containment for full pressure rating a hydrostatic test of both the inner and outer pipes shall be performed as outlined in the Uniform Plumbing Code Section 318 as directed by the local Administrative Authority. Specifically, a water pressure test at 1.5 times (150%) the normal working pressure of the inner pipe should be applied to both the inner and outer walls in separate tests.

To avoid a possible leak in the carrier from contaminating the containment space, a 5 to 7 psi air test can be first conducted for a quick check of the system.

To avoid moisture in the containment an air test can be conducted on the containment pipe. Pressure test is recommended at 5 psi and shall not exceed 10 psi. The inner carrier pipe shall be full of water and under pressure to avoid any possible collapse.

When testing with air on both the carrier and containment piping the ambient temperature should be above 32 °F and extra safety precautions for personnel shall be put in place during the test

B. Drainage Systems

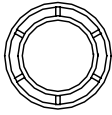
For systems in drainage applications a hydrostatic test of 1.5x the working pressure is recommended for the carrier pipe. To avoid moisture in the containment an air test can be conducted on the containment pipe. Pressure test is recommended at 5 psi and shall not exceed 10 psi. The inner carrier pipe shall be full of water and under pressure to avoid any possible collapse. When testing with air the ambient temperature should be above 32 °F and extra safety precautions for personnel shall be put in place during the test.

1.7 Leak Detection

A. Leak detection shall be provided to monitor the integrity of the secondary containment in compliance with the local administrative authority.

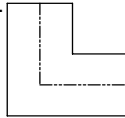
B. Float switch adapter fittings or Low Point stations shall be spaced as deemed appropriate by the responsible designer, allowing the use of either magnetic reed switches or probes as sensing devices. These shall be wired to a suitable alarm system. Cable sensing systems shall not be used.

Poly-Flo® Double Contained Piping Systems

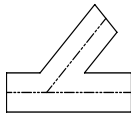


PIPE		
SIZE	BPP (4201)	HDPE (4403)
1x2 (249)	266.90	362.20
2x3 (338)	337.00	438.00
4x6 (532)	792.70	1186.90

Note: BPP is standard 20' lengths. HDPE is standard 12M lengths.

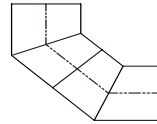


SHORT SWEEP 90° ELBOW		
SIZE	BPP (4204)	HDPE
1x2 (249)	19.00	N.A.
2x3 (338)	44.80	N.A.
4x6	N.A.	N.A.



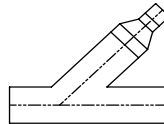
TEE		
SIZE	BPP (4211)	HDPE (4411)
1x2 (249)	23.90	20.90
2x3 (338)	56.60	49.70
4x6* (532)	717.30	782.00

* Fabricated



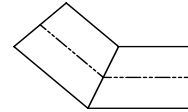
LONG SWEEP 90° ELBOW		
SIZE	BPP* (4205)	HDPE* (4405)
1x2 (249)	116.50	102.00
2x3 (338)	191.20	167.30
4x6 (532)	380.90	350.50

* Fabricated



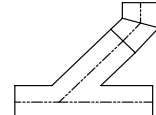
P-TRAP		
SIZE	BPP* (4264)	HDPE* (4464)
1x2 (249)	266.90	233.50
2x3 (338)	410.10	358.90
4x6 (532)	773.00	676.40

* Fabricated



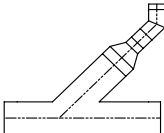
45° ELBOW		
SIZE	BPP (4208)	HDPE* (4408)
1x2 (249)	28.00	24.50
2x3 (338)	67.40	59.00
4x6 (532)	166.30	145.60

* Fabricated



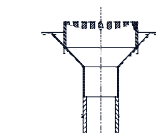
LATERAL		
SIZE	BPP (4251)	HDPE* (4451)
1x2	N.A.	N.A.
2x3 (338)	107.00	308.40
4x6 (532)	306.00	333.90

* Fabricated



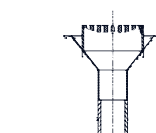
REDUCING LATERAL*		
SIZE	BPP (4291)	HDPE (4491)
(2x1)(3x2) (338)	241.40	389.30
(4x2)(6x3) (532)	481.50	534.80

* Fabricated



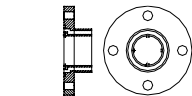
LATERAL W/ 1/8 BEND*		
SIZE	BPP (4250)	HDPE (4450)
1x2	N.A.	N.A.
2x3 (338)	242.90	357.00
4x6 (532)	527.60	477.90

* Fabricated



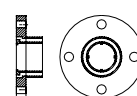
REDUCING LATERAL W/ 1/8 BEND*		
SIZE	BPP (4290)	HDPE (4490)
(2x1)(3x2) (338)	333.40	430.60
(4x2)(6x3) (532)	663.90	612.50

* Fabricated



NON-ADJ FLOOR DRAIN*		
SIZE	BPP (4262)	HDPE (4462)
2x3 (338)	655.20	573.30
4x6 (532)	1080.70	945.60

* Fabricated



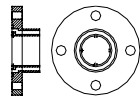
ADJ FLOOR DRAIN*		
SIZE	BPP (4260)	HDPE (4460)
2x3 (338)	1209.70	1058.70
4x6 (532)	1358.80	1189.10

* Fabricated

FLANGE*		
SIZE	BPP (4246)	HDPE
1x2 (249)	78.40	N.A.
2x3 (338)	93.50	N.A.
4x6 (532)	231.50	N.A.

Can only be used with mating flange.

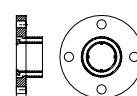
* Double wall flanges are pressure rated at 50 PSI



O-RING FLANGE*		
SIZE	BPP (4245)	HDPE
1x2 (249)	78.40	N.A.
2x3 (338)	93.50	N.A.
4x6 (532)	231.50	N.A.

Can only be used with mating flange

* Double wall flanges are pressure rated at 50 PSI

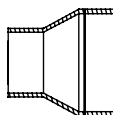


O-RING KIT			
SIZE	VITON (4288)	TOV (4388)	EPDM (4488)
1x2 (249)	15.30	46.00	6.30
2x3 (338)	48.40	97.50	37.40
4x6 (532)	109.50	169.80	40.20

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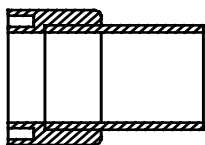
CONCENTRIC REDUCER		
SIZE	BPP (4235)	HDPE (4435)
(2x1)(3x2) (338)	111.40	97.60
(4x2)(6x3) (532)	241.60	211.40



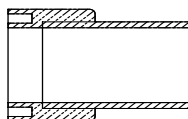
OUTER WALL REDUCER		
SIZE	BPP (4234)	HDPE (4434)
3x2 (338)	45.60	39.80
6x3 (532)	91.40	80.20



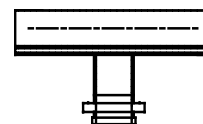
TEST CAP		
SIZE	BPP (4221)	HDPE (4421)
1x2 (249)	26.80	23.50
2x3 (338)	64.60	56.60
4x6 (532)	159.40	139.50



IPS SPIGOT ADAPTER		
SIZE	BPP (4278)	HDPE (4478)
1x2 (249)	111.30	97.50
2x3 (338)	152.50	133.40
4x6 (532)	178.30	156.10

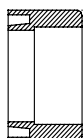


METRIC SPIGOT ADAPTER		
SIZE	BPP (4282)	HDPE (4482)
1X2 (249)	111.30	97.00
2X3 (338)	152.50	133.40
4X6 (532)	178.30	156.10

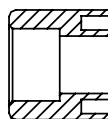


OUTER WALL FLG. OUTLET*		
SIZE	BPP (4292)	HDPE
1x2 (249)	275.00	N.A.
2x3 (338)	307.20	N.A.
4x6 (532)	375.40	N.A.

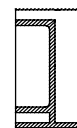
* Fabricated



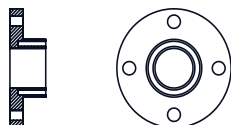
METRIC SOCKET ADAPTER		
SIZE	BPP (4279)	HDPE (4479)
1x2 (249)	32.50	28.40
2x3 (338)	78.40	68.80
4x6 (532)	170.20	149.00



IPS SOCKET ADAPTER		
SIZE	BPP (4229)	HDPE (4429)
1x2 (249)	52.10	45.50
2x3 (338)	96.30	84.30
4x6 (532)	207.20	181.20

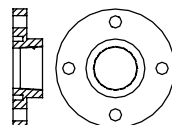


OUTER WALL ADAPTER		
SIZE	BPP (4252)	HDPE (4452)
1x2 (249)	32.50	28.40
2x3 (338)	78.40	68.80
4x6 (532)	170.20	149.00

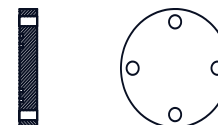


TERMINATION FLANGE		
SIZE	BPP (4243)	HDPE (4443)
1x2 (249)	41.80	36.50
2x3 (338)	102.10	89.40
4x6* (532)	382.70	335.00

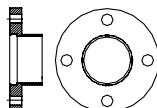
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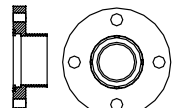
THD TERMINATION FLANGE		
SIZE	BPP (4247)	HDPE (4447)
1x2 (249)	45.40	N.A.
2x3 (338)	112.10	N.A.
4x6 (532)	N.A.	N.A.



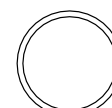
BLIND FLANGE		
SIZE	BPP (4242)	HDPE (4442)
1x2 (249)	115.80	N.A.
2x3 (338)	152.10	N.A.
4x6 (532)	374.80	N.A.



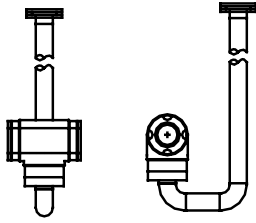
OUTER WALL FLANGE		
SIZE	BPP (4244)	HDPE (4444)
1x2 (010)	82.30	72.10
2x3 (020)	202.80	177.50
4x6 (040)	458.80	401.50



OUTER WALL O-RING FLANGE		
SIZE	BPP (4241)	HDPE (4441)
1x2 (010)	82.30	72.10
2x3 (020)	202.80	177.50
4x6 (040)	458.80	401.50

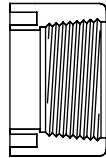


OUTER WALL O-RING KIT			
SIZE	VITON (4287)	TOV (4387)	EPDM (4487)
1x2 (010)	12.40	28.80	4.90
2x3 (020)	31.20	64.50	21.20
4x6 (040)	65.20	N/A	29.20

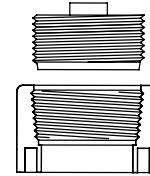


LOW POINT STATION w/FLANGE			
SIZE		BPP (4280)	HDPE (4480)
1X2	(249)	528.60	470.70
2X3	(338)	737.30	640.00
4X6	(532)	1,082.00	918.00

LOW POINT STATION w/PLUG			
SIZE		BPP (4281)	HDPE (4481)
1X2	(249)	528.60	470.70
2X3	(338)	737.30	640.00
4X6	(532)	1082.00	918.00

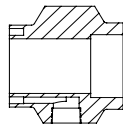


FEMALE ADAPTER			
SIZE		BPP (4230)	HDPE
1x2	(249)	28.40	N.A.
2x3	(338)	68.80	N.A.
4x6	(532)	149.00	N.A.

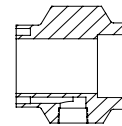


CLEAN OUT W/ PLUG			
SIZE		BPP (4232)	HDPE* (4432)
1x2	(249)	62.10	54.50
2x3	(338)	116.40	101.90
4x6	(532)	302.80	265.10

* 5 PSI only (for HDPE)



END TERMINATION W/DRAIN TAP			
SIZE		BPP-METRIC (4283)	BPP-IPS (4284)
1X2	(249)	540.00	540.00
2X3	(338)	570.00	570.00
4X6	(532)	625.00	625.00



END TERMINATION W/DRAIN TAP			
SIZE		HDPE-METRIC (4483)	HDPE-IPS (4484)
1X2	(249)	486.00	486.00
2X3	(338)	513.00	513.00
4X6	(532)	562.50	562.50

SHOP 4 MINIPLAST	5730000	\$ 12,000.00	
INCLUDES:			
Welding machine, ratchet planer, electronically controlled heating element, holder, flange adapter, master 4" pipe and fitting clamps, 1/2 - 3" pipe and fitting inserts and 1x2 & 2x3 Poly-Flo inserts.			
OPTIONS/PARTS:			
	P/N		
Heating Element	5731000	1	\$ 1,040.00
Ratchet Planer	5719002	1	\$ 1,438.00
Master pipe clamp	5733002	2	\$ 535.00
Master fitting clamp (left)	5737002	1	\$ 450.00
Master fitting clamp (right)	5738002	1	\$ 450.00
Table Support	5729002	1	\$ 315.00
Heat Protected Box	5731002	1	\$ 430.00
Flange adapter	5724000	1	\$ 550.00
Planer blades	5720002	1 set	\$ 120.00

PROWELD SHOP 12 (W2500)	5722000	\$ 25,650.00	
INCLUDES:			
Welding Machine, electric planer, thermostatically controlled mirror, 12" (315) Master clamps, 1 1/2" (50), 2" (63), 2 1/2" (75), 3" (90), 4" (110), 6" (160), 8" (200), 10" (250), 12" (315) inserts and 2x3 & 4x6 Poly-Flo inserts.			
OPTIONS/PARTS:			
	P/N		
Heating Element	5722015		\$ 2,142.00
Electric Planer	5722010		\$ 2,761.00
Master Pipe/Fitting Clamps-2pc Set	5722020		\$ 1,580.00
Prismatic Pipe Support-OD 50-160mm	5722160		\$ 495.00
Prismatic Pipe Support-OD 180-315mm	5722315		\$ 535.00
Spare Planer Blades (4 pc/set)	5609120		\$ 370.00

SHOP 6 MAXIPLAST	5622000	\$ 16,250.00	
INCLUDES:			
Base Tool with Master 160mm Clamps Electric Planer Electronic Heating Element Reducer Inserts and Pipe Supports: 50mm, 63mm, 75mm, 90mm, 110mm Insets: 1x2, 2x3, 4X6 Poly-Flo Planer/Heating Element Stand Base 4 and 5 mm, T-Allen Wrenches			
OPTIONS/PARTS:			
Heating element	5622025	1	\$ 1,400.00
Electric Planer	5622015	1	\$ 2,328.00
Master pipe clamp	5622045	2	\$ 1,764.00
Master fitting clamp (left)	5622030	1	\$ 630.00
Master fitting clamp (right)	5622035	1	\$ 630.00
Table Support	5622010	1	\$ 640.00
Heat Protected Box	5622020	1	\$ 545.00
Planer Blades-4pc set	5622005	1 set	\$ 255.00

Notes:

1. Please consult factory for specialty fittings (I.E. valve boxes).
2. Pipe can be supplied in random foot lengths. Consult factory for delivery and minimum quantities.

IMPORTANT NOTE: PRICES FOR WELDING EQUIPMENT ABOVE ARE FOR REFERENCE ONLY.

PLEASE CONSULT OUR "WELDING EQUIPMENT GUIDE" FOUND ON OUR WEB SITE FOR THE MOST CURRENT EQUIPMENT LIST PRICES.

Freight will be allowed on the following orders:

1. \$ 2,000.00 Net or greater for valves.*
2. \$ 5,000.00 Net or greater for single wall pipe and fittings.
3. \$ 10,000.00 Net or greater for double wall products excluding HDPE and prefabricated spool pieces.

* Combined orders of valves and pipe must meet requirements of pipe orders to qualify for freight allowed.

Freight will be allowed on the following orders for Alaska, Hawaii, and Puerto Rico:

1. \$ 3,000.00 Net or greater for valves.
2. \$ 25,000.00 Net or greater for pipe and fittings.

The following shipments are NOT freight allowed:

1. International orders
2. All HDPE products excluding Air-Pro
3. Rental machines
4. Welding machine purchases
5. Prefabricated pipe spools
6. EM Technik products
7. Dymatrix
8. Pro-Lock Piping
9. Back Orders

NOTES:

- All truck shipments are via common carrier and are to be selected by Asahi/America, Inc.
- Selection of alternate carriers is negotiable between Distributors and Asahi/America, Inc.
- Freight charges for expedited portions of freight allowed shipments are the responsibility of the distributor.
- Freight charges on freight allowed backorders will be paid by Asahi/America, Inc.
- Freight for add-ons and releases will not be allowed.
- Returns of rental equipment must be prepaid.
- Freight will not be allowed on oversized loads, spools, double lengths of pipe, etc.
- International orders must include contact name, telephone or Fax number, and International freight account number.

Terms and Conditions

Shipments: Asahi/America will not be liable for any delay in performance of orders or contracts, or in delivery of shipment of goods, or for any damage suffered by buyer by reason of such delay performance, when such delay is directly or indirectly caused by acts of God, war, labor difficulties, shortage of materials, or supplies beyond its control. Asahi/America reserves the right to discontinue products and make changes in products offered at any time.

Claims: All claims must be made in writing and received by Asahi/America within 10 days after receipt of merchandise.

If a shipment is received in damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before you accept the merchandise.

Returns and Cancellations: Refer to our policy custserv.309 Revision C.

Terms: 2% 15 days. Net 30 days. An interest charge of 1 1/2% percent per month (an annual rate of 18%) will be charged in states where legal on the unpaid balance owed together with cost of collection including reasonable attorney's costs.

Minimum Billing Charge: Asahi/America will charge a \$75.00 net minimum order requirement on all orders. Any tax or duty imposed by any government will be added to the sales price.

PolyFlo® Return Merchandise Policy EFFECTIVE 01/01/11

Asahi/America, Inc., (A/A) will authorize the return of PolyFlo® product providing guidelines are adhered to as follows:

Canceled Orders

A/A. will accept the cancellation of Purchase Orders (PO) with no restocking charges under the following conditions:

- A/A. has not started production of manufactured products.
- A/A. has not placed a purchase order to our vendors for non-stock product or custom product.
- A/A. has not already, picked, packaged and or shipped the product.

Cancellation of orders that do not meet the above conditions may be approved under special consideration and will be subject to a minimum 30% restocking charge, or cancellation charge.

Authorized Returns

A/A. will authorize the return of product with a minimum 30% restocking charge under the following conditions.

- Product must have been purchased within the last six months, with the following exception:
 - Pipe is a Non-Returnable item.
 - Machined or specially fabricated items are Non-Returnable.
- Product must be considered stock item by A/A.
- Product must be in re-sellable condition.

Product Evaluations

A/A. will authorize the return of product for evaluation upon completion of the RMA form.

- A/A., upon completion of the evaluation, will repair, replace, or issue a credit for the defective product if it is determined that the cause of failure is the responsibility of A/A. A/A. retains the sole right to determine the correct course of action.
- A/A. will notify the customer if it is determined that the cause of failure is due to normal wear and tear after the expiration of the warranty, misapplication, or improper use. In the event that the failure is not the responsibility of A/A the customer is to determine the corrective action that will be taken. A/A. will not proceed with a repair or replacement until a purchase order is supplied by the customer. The purchase order must cover all expenses incurred by A/A.

Freight

Customer is responsible for all freight costs associated with a return that is not directly attributed to an A/A. error or product failure covered under warranty. All returns must be sent prepaid; any collect shipments will be refused and returned to the Customer.

- A/A will be responsible for all standard freight costs for product evaluations where it is determined the cause of failure is the responsibility of A/A.

Procedures

A/A. will process all RMAs within four (4) weeks of receipt of the product providing the following procedures were followed. Please note; A/A. is not responsible for any product that is shipped to our facility without a completed RMA form. **A/A. will not process returns that are not accompanied by an authorized RMA number and product may be returned to the Customer at the customer's expense.**

All correspondences must be made directly to our RMA department.

Telephone Numbers: 1-800-343-3618 ext. 4543

1-781-388-4543

Fax Number 1-781-388-4777

E-mail RMA@Asahi-America.com

RMA form must be filled out with all relevant information and forwarded to A/A's RMA department. The form must include the following minimum information:

Original PO #, Original Invoice #, Original Order #.

Supply itemized list of proposed return with A/A. part numbers.

Specify reason for return.

Upon successful completion of the RMA form and preliminary review, A/A will assign an RMA number and forward to the customer.

A/A. may elect to inspect product on site prior to issuing an RMA number.

Customer must properly package the product, the RMA number must be visible on all packages and indicated on the packing list, and arrange shipment of the product to A/A.

Customer must insure that product is returned in re-sellable condition in original packaging excluding product that is returned for repair or evaluation.

Customer must insure that all product has been decontaminated and does not present a health or safety problem to anyone that handles it.

A/A. will notify customer of any discrepancies with regards to quantity and/or quality of the returned product.

A/A. will process credit upon completion of a successful inspection of the returned product.

Product returned for evaluation will follow the above guidelines with the following exception.

A resolution to the evaluation must be agreed upon prior to the repair/replacement/credit of the product. The customer will have a two-week period to act upon A/A's resolution to the evaluation. A/A. will return the product to the customer at the customer's expense, if no response is forwarded within this time frame. The customer, prior to the completion of the repair must place a purchase order if it is determined that the failure is proven not to be the responsibility of A/A.

A/A. will provide a full report of product returned for evaluation upon written request.

Lost/Damaged Shipments

Damaged shipments and shortages must be signed and acknowledged by the carrier's driver. All claims for lost or damaged shipments must be made directly by the customer to the delivering carrier at time of delivery.

A/A's Customer Service Department must be notified in writing within 10 days of receipt of orders that appear to be short shipped by our shipping department. A/A. will validate this claim through weight calculations and other means available. Customer requests for proof of delivery by A/A. must be made within 30 days of receipt of invoice. After 30 days, the product will be considered as delivered.

WARRANTY

Warranty; Limitation on Liability. Asahi/America, Inc., (“Seller”) warrants, to the original Buyer only, that all products delivered hereunder shall be free from defects in design and manufacture for a period of one year from the date of delivery, provided that such products are installed, used, operated, adjusted and serviced only in a proper and appropriate manner and in strict accordance with any instructions relating thereto furnished to Buyer by Seller. In no event shall the foregoing warranty extend to any products in any way caused or allowed to be, or installed, operated or used in such a manner as to be, subject or exposed to conditions of misuse, abuse or accident.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH THIS SALE AND/OR THE SELLER’S AND/OR BUYER’S CONDUCT IN RELATION THERETO OR TO EACH OTHER, AND IN NO EVENT SHALL SELLER BE LIABLE ON ANY SUCH WARRANTY WITH RESPECT TO ANY PRODUCT.

Liability of the Seller under or in connection with this sale and/or the foregoing warranty shall be limited, at the sole option of the Seller, to one repair of, replacement of, or a refund of the purchase price of any products or part thereof (a), with respect to which Seller receives, promptly after Buyer’s discovery of any alleged defect and prior to the expiration of the one-year warranty period as provided above, notice from Buyer or Buyer’s claim defect and (b) which shall be returned to Seller by Buyer, as provided herein, promptly after Buyer’s discovery of such alleged defect and which shall be determined by the Seller to have proven defective within the one-year warranty period provided above; failure by Buyer to notify Seller and return such products to Seller after Buyer’s discovery of such alleged defect shall constitute a waiver by Buyer of any and all claims of any kind with respect thereto. Any products returned by Buyer to Seller under the foregoing terms shall be returned to Seller’s place of business freight prepaid, accompanied or preceded by Buyer’s particularized statement of the claimed defect. The risk of loss and freight charges to and from Seller in connection with any returned products shall be borne by Buyer; but Seller shall bear such additional freight charges arising in connection with any such returned products ultimately determined by Seller to be defective under the terms of the foregoing warranty, the cost of repair or replacement (if any) of such products, and the risk of loss or damage which such products are in Seller’s possession at its place of business. The foregoing remedy shall constitute the sole and exclusive remedy of the Buyer under or in connection with this sale and/or warranty of the Seller. Except as specifically provided herein, Seller shall not be responsible or liable for any costs, expenses or damages of Buyer in connection with any removal, repair or replacement (including any attempts or actions relating thereto) of any allegedly defective products, and no charge of setoff of any kind of Buyer relating thereto shall be made against the Seller without prior and specific written approval of Seller.

IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY IN CONNECTION WITH ANY PRODUCTS OR THIS SALE.

The agreement of Seller to sell its products is expressly conditioned upon the Buyer’s assent to, and Seller agrees to sell its products only upon, all terms and conditions set forth above and on the face hereof. Buyer’s acceptance of any products provided under this sale shall constitute such assent.



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