

DWYER INDUSTRIES, INC.

600 North Shepherd Drive, Suite 420 • Houston, Texas 77007

VALVES
PIPE FITTINGS
PIPE NIPPLES

COUPLINGS
TEFLON TAPE
PIPE SUPPORTS



Serving Distributors for over **40** *Years*

www.dwyerindustries.com

(713) 864-0822 • fax (713) 864-1794 • toll free (800) 262-0822

DWYER INDUSTRIES, INC.

600 North Shepherd Drive, Suite 420

Houston, Texas 77007

www.dwyerindustries.com

COMPANY HISTORY

Dwyer Industries, Inc. was founded as The Dwyer Company in August of 1970 by Robert Dwyer. The company began as a manufacturer's representative agency selling valve products to the wholesale distribution market in Southern Texas. In 1980 the Company was incorporated under the name Dwyer Industries, Inc. and continued marketing products to the wholesale distributor industry. In 1984 Robert Dwyer retired and Steve Dwyer took over as President. He has been with the company since December of 1975.

At this time in history, the PVF market in the U.S. purchased almost exclusively products made in the U.S.A. In 1979, the Company entered into a joint venture with the Mitsui Trading Company of Japan to import and market the Pan-Korean Cast Steel Valve products. This was our first entry into the import products business. This successful venture lasted until the mid-1980's.

When Steve Dwyer took over control of the company, he instigated a plan to expand the company and began adding products other than valves. It was decided that all the products that Dwyer would offer to the market would be piping system products. The new products included pipe support products, pipe fittings and pipe nipples of many different materials, pressure classes and end connections. This expansion still continues today.

Today, after more than 40 years in business, Dwyer Industries, Inc. offers a multitude of products for use in a variety of industries. Although valves are still a large part of our business, we are also offer malleable iron fittings, bronze fittings, forged steel fittings, stainless steel fittings and grooved fittings. In addition to the fittings, we offer pipe nipples in all materials, pipe schedules and end connections along with a large variety of pipe couplings for all industries. We also continue to offer a wide range of pipe support products. Our product offering expands each year.

Our operational territory extends over the five States of the Gulf Coast and Southwestern United States, the strongest Oil & Gas producing States in North America.

THE SERVICE WE PROVIDE TO OUR CUSTOMERS IS OUR BUSINESS!

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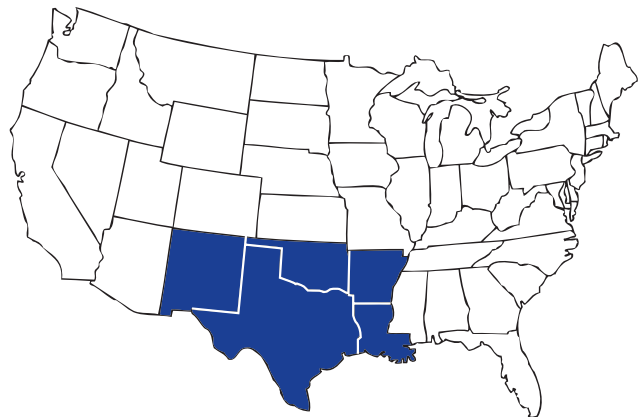
DWYER INDUSTRIES, INC.

Houston, Texas
www.dwyerindustries.com

PRODUCT LINE SHEET

Pipe Fittings • Pipe Nipples • Valves
Pipe Support Products
For All Industries

Covering
Texas, Louisiana, Oklahoma
New Mexico & Arkansas



(713) 864-0822 • fax (713) 864-1794 • toll free (800) 262-0822

PIPE FITTINGS

Malleable Iron Threaded Fittings (Import)

- 150# & 300# Black & Galvanized
- Size 1/8" through 8"

Merchant Steel Fittings (Domestic)

- Black & Electro-Plated Hex Bushings and Plugs in Square Head, Hex Head, Hex Counter Sunk and Square Counter Sunk

Cast Bronze Threaded Fittings (Coming 2012)

- Class 125# Sizes 1/8" through 4"

Forged Steel Threaded & Socket Weld Fittings (Import)

- 2,000 - 3,000 - 6,000 Class Fittings and Thread-O-Lets, Sock-O-Lets & Weld-O-Lets

Grooved Couplings & Fittings (Import)

- Light Duty, Standard and Extra-Heavy Grooved Couplings & Fittings Painted & Hot-Dipped Galvanized Ductile Iron, 304 & 316 Stainless Steel and Cast Bronze
- Sizes Ranges from 1" through 24"

Steel Couplings (Import)

- Merchant Steel Full & Half Couplings in Black & Galvanized Finish, Sizes 1/8" to 6"
- API 5L Style Recess Full and Half Couplings, Sizes 1/8" to 12"
- API Tubing Couplings

Cast 304 & 316 Stainless Steel 150# Pipe Fittings (Coming 2012)

- Threaded Fittings, sizes 1/8" through 4"

Green Coated "Salt Water Service" Fittings & Pipe Nipples (Dwyer Brand)

- Green Epoxy Coated Fusion Bond Corrosive Resistant Coating Applied Inside and Outside of the Fittings and Nipples to Specifically Protect From Oilfield Salt Water Service.
- Available From Stock in Malleable Iron, Forged Steel and Grooved Fittings and Couplings, and in Steel Pipe Nipples, Including Grooved Nipples
- 304 & 316 SS 150# Threaded Fittings

PIPE NIPPLES

Schedule 40 Welded Pipe Nipples (Import & Domestic)

- Black & Galvanized Finish, Sizes 1/8" to 8", Lengths Close to 12"
- Some Sizes in Lengths of 18", 24", 36", 48" Are Available

Schedule 80 Welded Pipe Nipples (Import & Domestic)

- Black & Galvanized Finish, Sizes 1/8" to 4", Lengths Close to 12"

Schedule 80 Seamless Pipe Nipples (Import & Domestic)

- Sizes 1/8" to 4", Lengths Close to 12"
- Special Sizes, Lengths, Finish and End Connections Upon Request

Schedule 160 & XX Heavy Pipe Nipples (Domestic)

- Black Finish, Sizes 1/2" to 6", Lengths Close to 12"

Swage Nipples (Import Dwyer Brand)

- Schedule 40 & 80 Seamless, Plated & Plain Finish
- Sizes up through 8"

(Pipe Nipples continues)

Schedule 40 Red Brass Pipe Nipples (Import & Domestic, Coming 2012)

- Sizes 1/8" to 4", Lengths Close to 12", T.B.E. Special Lengths Upon Request

Grooved End Pipe Nipples (Domestic)

- Stocked in Schedule 40 Black Finish, End Connections Grooved by Grooved - Grooved by Threaded - Grooved by Beveled
- 304 & 316SS sch-40 Nipples

VALVES

Brass Ball Valves (Dwyer Brand)

- 150 WSP / 600 WOG Brass Full Port Ball Valves, Sizes 1/4" to 4" Forged Brass Body (4" Cast Brass Body), Solid Brass Chrome Plated Ball, Threaded and CxC End Connections
- UL / CSA Approved

Brass Gate Valves (Dwyer Brand)

- 200 WOG Forged Brass Gate Valves, Non-Rising Stem, Sizes 1/2" to 4"
- Cast Iron Hand wheel, PTFE Stem Packing, Threaded End Connections

Brass Swing Check Valve (Dwyer Brand)

- 200 WOG Brass T-Pattern Swing Check Valves, Sizes 1/2" to 4", Threaded End Connections

Low Profile Grooved End Butterfly Valves (Shurjoint Brand)

- 300 WOG Rubber Lined Carbon Steel Body Assembled with Ductile Iron Housing
- Stainless Steel Disc with Either Nitrile or EPDM Liner, Lever Handle, Sizes 2" to 8"

316 Stainless Steel Ball Valves (Dwyer Brand)

- Two Piece Full Port and One Piece Reduced Port Ball Valves, Sizes 1/4" to 4", Reinforced PTFE or Delrin Seats, PTFE Stem Packing, Threaded Ends
- Available in 1,000 - 2,000 - 3,000 - 6,000 PSI Working Pressures

Carbon Steel Ball Valves (Dwyer Brand)

- Two Piece Full Port and One Piece Reduced Port Ball Valves, Sizes 1/4" to 4", Reinforced PTFE or Delrin Seats, PTFE Stem Packing, Threaded Ends
- Available in 1,000 - 2,000 - 3,000 - 6,000 PSI Working Pressures

Grooved End Carbon & Stainless Steel Ball Valves (Shurjoint Brand)

- 600 WOG Full Port Carbon and 316 Stainless Steel Grooved End Ball Valves Sizes 1-1/2" to 4", Locking Lever Handle, ISO Mounting Pad

PIPE SUPPORTS, HANGERS & STRUT

Empire Industries, Inc. (Domestic & Import)

- Plain, Galvanized, Copper (epoxy coated) & Stainless Steel Pipe Supports Clevis Hangers, Loop Hangers, Split Ring Hangers, Riser Clamps, Beam Clamps, U-Bolts, Pipe Clamps, Roller Supports and Pipe Guides
Large Fab Shop Available for Special Requirements
- Strut Accessories Available in Pipe and Tube Clamps, Cushion Clamps, Strut Nuts, Plate & Shaped Strut Fittings, Post Bases and Brackets

Most Products Available In Black, Electro-Galvanized, Hot Dipped Galvanized & In 304 And 316 Stainless Steel

DWYER INDUSTRIES, INC.

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PIPE FITTINGS

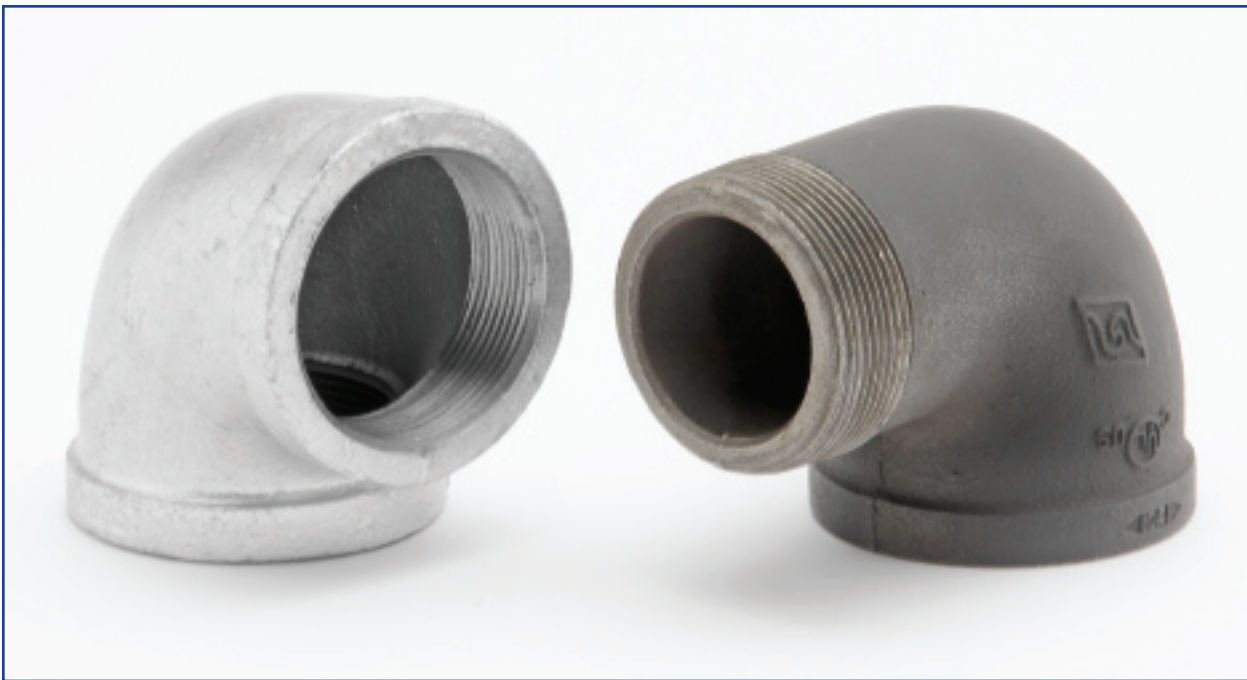


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DWYER INDUSTRIES, INC.

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150# MALLEABLE IRON PIPE FITTINGS



150# Malleable Iron Pipe Fittings Black & Galvanized

- Available in Sizes 1/8" through 8"
- Malleable Iron Casting Conform to ASTM A197
- Hot-Dipped Galvanized Fittings Conform to ASTM A153
- Fitting Dimensions Conform to ASME B16.3
- NPT Threads Conform to ASME B1.20.1
- Unions Conform to ASME B16.39

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DWYER INDUSTRIES, INC.

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300# MALLEABLE IRON PIPE FITTINGS



300# Malleable Iron Pipe Fittings Black and Galvanized

- Available in Sizes 1/4" through 4"
- Malleable Casting Conform to ASTM A197
- Hot-Dipped Galvanized Fittings Conform to ASTM A153
- Fitting Dimensions Conform to ASME B16.3
- Unions Conform to ASME B16.39
- NPT Threads Conform to ASME B1.20.1

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DWYER INDUSTRIES, INC.

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A105N FORGED CARBON STEEL FITTINGS



A105 FORGED CARBON STEEL PIPE FITTINGS

- 2,000 – 3,000 – 6,000 Class Fittings
- Available in Sizes 1/8" through 4"
- Available in Both NPT Threaded and Socket Weld End Connections
- Fitting Material Conforms to ASTM SA105N Normalized
- Fitting Dimensions Conform to ASME B16.11
- NPT Threads on Fittings Conform to ASME B1.20.1
- MTR's Available Upon Request

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DWYER INDUSTRIES, INC.

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MERCHANT STEEL BUSHINGS & PLUGS



**All Merchant Steel Pipe Plugs and Hex Bushings
Are Made In The U.S.A. and Conform to ASTM B16.14**

- Pipe Plugs Are Available In Square Head, Hex Head & Counter Sunk Hex (Socket)
- Pipe Plugs Are Available In Sizes 1/8" through 1"
- Electro-Plated Hex Socket Plugs Available Through 2"
- Hex Bushings Are Available In Sizes 1/4" x 1/8" through 1" x 3/4"

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DWYER INDUSTRIES, INC.

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GROOVED END PIPING PRODUCTS



Couplings and Fittings For Grooved Applications

- Available in Sizes 1" through 24"
- Products Offered in Ductile Iron, 304 & 316 Stainless Steel
- Finishes in Painted and Hot-Dipped Galvanized

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PIPE NIPPLES



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CARBON STEEL PIPE NIPPLES



Schedule 40 & 80 Welded Pipe Nipples Schedule 80 & XXH Seamless Pipe Nipples

- Available in Pipe Sizes 1/8" through 8"
- Available in Lengths From CLOSE to 48" Long
- Steel Pipe Nipples Conform to ASTM A733
- Welded Nipple Pipe Conforms to ASTM A53
- Seamless Nipple Pipe Conforms to ASTM A106 Grade B
- NPT Threads Conform to ASME B1.20.1
- MTR's for Seamless Nipples Available Upon Request

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GROOVED END PIPE NIPPLES



Schedule 40 Grooved Pipe Nipples

- End Connection Offered in Grooved X Grooved, Grooved X Thread and Grooved X Bevel
- Material Conforms to ASTM A53
- Threads Conform to ASME B1.20.1
- Grooves are Cut Grooves and Conform to ANSI / AWWA C-606

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KING COMBINATION (KC) NIPPLES



KC Nipples are Offered in Schedule 40 Carbon Steel

- Material Conforms to ASTM A53
- Available in Sizes 1/8" through 12"
- Available in Both Electro-Galvanized and Plain Finish

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COUPLINGS



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MALLEABLE IRON COUPLINGS



150# and 300# Class Couplings

- Available in Sizes 1/8" through 8"
- Malleable Iron Pipe Fittings Conform to ASTM A197
- Hot-Dipped Galvanized Fittings Conform to ASTM A153
- Fitting Dimensions Conform to ASME B16.3
- NPT Threads Conform to ASME B1.20.1

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CARBON STEEL COUPLINGS



Merchant Steel and Recessed Couplings

- Merchant Steel Full and Half Couplings Conform to ASTM A865
- Full Couplings are Offered in Both Black and Galvanized Finish
- Threads Conform to ASME B16.11
- Couplings Available in Sizes 1/8" to 2" are NPSC (Straight) Threads
- Couplings 2-1/2" and Larger are NPT (Tapered) Threads
- Recessed Couplings are API 5L Style and have NPT Threads

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A105N FORGED STEEL COUPLINGS



A105N Forged Carbon Steel Couplings

- 3,000 & 6,000 Class Couplings
- Available in Sizes 1/8" through 4"
- Available in Both NPT Threaded and Socket Weld End Connections
- Coupling Material Conforms to ASTM SA 105N Normalized
- Coupling Dimensions Conform to ASME B16.11
- NPT Threads Conform to ASME B1.20.1
- Available in Both Full and Half Couplings (Threaded)
- MTR's Available Upon Request

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TUBING AND CASING COUPLINGS



- Tubing Couplings available in Grades J55, N80, L80, P110
- Couplings conform to EUE 8 Round, API 5CT
- Available in sizes 2-3/8" and larger

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SWAGE NIPPLES & BULL PLUGS



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SWAGE NIPPLES



Carbon Steel Threaded Swage Nipples

- Conform to MSS SP-95-2006
- Material Conforms to ASTM A234
- All Material Used is Seamless in All Schedules
- Threads Conform to ASME B1.20.1
- Electro-Plated
- Schedule 40 Available in Sizes 2" x 1" through 8" x 6"
- Schedule 80 Available in Sizes 1/4" x 1/8" through 8" x 6"

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BULL PLUGS



Carbon Steel Threaded Bull Plugs

- All Material Conforms to ASTM A234 or ASTM A105N
- Threads Conform to ASME B1.20.1
- Electro-Plated
- Available in Both Schedule 40 and Schedule 80
- Available in Sizes 1/8" through 8"
- Tapped and Threaded Bull Plugs are Available

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COATED FITTINGS



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EPOXY COATED FITTINGS AND NIPPLES



Green Fusion Bonded Epoxy Coated Products

- 3M Scotchkote or Equal Epoxy Resin Coating
- Heat Bonded Process
- Normally used on Pipe Fittings, Pipe Nipples, and Grooved Fittings
- Resistent to H₂S, CO₂, Saltwater, Brines and Harsh Chemicals
- Our Process Includes Both Internal and External Coating

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BRASS VALVES



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BRASS BALL VALVES



Forged Brass Ball Valves

- Available in Sizes 1/4" through 4"
- Full Port Design Only
- Female NPT End Connections

600 WOG Brass Ball Valves

- Oversized Stem to prevent Stem Failure
- Large Oversized Lever Handle on 2" and Larger Valves

400 WOG Brass Ball Valves

- Full Port Design

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BRASS GATE VALVE



200 WOG Brass Gate Valves

- Available in Sizes 1/2" through 4"
- Gate Valves are Non-Rising Stem
- Female NPT End Connections
- Heavy Ductile Iron Hand Wheel

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DWYER INDUSTRIES, INC.

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BRASS SWING CHECK VALVE



200 WOG T-Pattern Swing Check Valve

- Available in Sizes 1/2" through 4"
- Female NPT End Connections
- Metal to Metal Seats

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CARBON & STAINLESS STEEL VALVES



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2,000 PSI CARBON STEEL BARSTOCK BODY BALL VALVE



1-PIECE REDUCED PORT 2,000 PSI BALL VALVE

- Barstock Reduced Port Body
- 304 Stainless Steel Ball and Stem
- Reinforced PTFE Seats and Seals
- Lever Handle
- Blow Out Proof Stem
- NPT Threaded End Connections Conform to ANSI B1.20.1
- Available in Sizes 1/4" through 2"

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CARBON STEEL 2-PIECE BODY FULL PORT 2,000 PSI BALL VALVES



2- Piece Full Port 2,000 PSI Carbon Steel Ball Valves

- Carbon Steel 2-Piece Cast Body Conforms to ASTM A216 WCB
- Ball and Stem are Made of 304 Stainless Steel
- Seats are Reinforced PTFE
- Seals and Stem Packing are Graphite
- Locking Lever Handle
- Blow Out Proof Stem
- NPT Threaded End Connections Conform to ANSI B1.20.1
- Available in Sizes 1/4" through 3"

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1,000 PSI 1-PIECE REDUCED PORT 316 STAINLESS STEEL BALL VALVE



1-Piece Reduced Port 316 Stainless Steel Threaded Ball Valve

- 316 Stainless Steel Body, Ball, Handle, Nuts and Locking Device
- PTFE Seats, Seals and Packing
- Locking Lever Handle is Standard
- Blow Out Proof Stem
- NPT Threaded End Connections Conform to ANSI B1.20.1
- Available in Sizes 1/4" through 2"

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316 STAINLESS STEEL 2-PIECE BODY FULL PORT 1,000 PSI BALL VALVE



2-Piece 316 Stainless Steel Full Port 1,000-PSI Ball Valve

- 316 Stainless Steel Body, Ball, Handle, Nuts and Locking Device
- Reinforced PTFE Seats, Seals and Stem Packing
- Blow Out Proof Stem
- NPT Threaded End Connections Conform to ANSI B1.20.1
- Available in Sizes 1/4" through 4"

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DWYER INDUSTRIES, INC.

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316 STAINLESS STEEL 2-PIECE BODY FULL PORT 2,000 PSI BALL VALVE



2-Piece 316 Stainless Steel Full Port 2,000-PSI Ball Valve

- 316 Stainless Steel Body, Ball, Handle, Nuts and Locking Device
- Reinforced PTFE Seats, Seals and Stem Packing
- Blow Out Proof Stem
- NPT Threaded End Connections Conform to ANSI B1.20.1
- Available in Sizes 1/4" through 4"

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PIPE SUPPORTS



Carbon Steel and Stainless Steel Clevis Hangers and Riser Clamps

Large Variety of Pipe Rollers

Pipe Clamps to 36"

Pipe Stands

Complete Line of Pipe Supports

Strut Accessories

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DWYER INDUSTRIES, INC.

TERMS AND CONDITIONS OF SALE

In accordance with the usage of trade, your assent to the terms and conditions of sale set forth below shall be conclusively presumed from your failure seasonably to object in writing and from your acceptance of all or any part of the material ordered. Sales representatives are not authorized to make any final quote to Buyer. An order shall only be valid when accepted by Dwyer Industries, Inc., Head Office, Houston, Texas. All proposals, negotiations and representations, if any, regarding this transaction and made to the date of this acknowledgment are merged herein.

PRICES: All prices are based on price at time of shipment. No order shall be booked for delivery 30 days after order date unless approved by home office. There will be added to all prices quoted, sales, use, occupation, or any other excise or similar tax, which we may be required to pay or collect on or in connection with the sale. All prices are based on F.O.B. nearest shipping point.

PAYMENT: All invoices are due and payable 30 days from the date of invoice. If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quoted – (a) any charges in such transportation charges shall be for the account of the Buyer; (b) except as otherwise stated in the seller's quotation, the Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, not for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

FREIGHT: Except as otherwise provided, freight will be prepaid or collected on single orders of material weighting \$1,200.00 Net and over. This freight allowance applies only to shipments made within the continental United States, not Alaska and Hawaii. Any other freight allowance, arrangement or provision must be approved in writing, in advance by Dwyer. We reserve this choice of transportation facilities and shipping origin point having the lowest freight rates.

RETURN POLICY: (1) Buyer may not return any material without obtaining, in advance, written permission from Dwyer Industries, Inc.; (2) The material must be in clean, new and resalable condition, and it shall be accepted solely at Dwyer's discretion. In such cases, the rejected items shall be returned to Buyer, freight collect; (3) Any request to return material must be accompanied by a copy of the Seller's invoice or Buyer's purchase order and must be returned within a ninety-day period from the date of the invoice. Dwyer reserves the right to grant or reject any such request under terms and conditions stipulated by Dwyer; (4) All authorized returned material must be sent to a warehouse designed by Dwyer with freight prepaid by the Buyer's expense; (5) Goods will be credited at invoice price or the prevailing price, whichever is lower. There will be a minimum handling and inspection charge of 25% or \$25.00, whichever is higher. If it is necessary to re-pack the material to put them in resalable condition, there will be an additional charge of 15%; (6) Credit allowed on returned goods must be applied against future orders; (7) SPECIAL ORDER ITEMS, MODIFIED STANDARD ITEMS OR OBSOLETE ITEMS MAY NOT BE RETURNED TO DWYER INDUSTRIES FOR CREDIT.

CLAIMS: All claims for storage or nonconforming goods must be made in writing within seven days after receipt of shipment. We prove our count by weighing packages. Claims for storages are subject to that test. Delivery of goods to a common carrier shall be considered to be delivered to Buyer and shall be at Buyer's risk thereafter.

TAXES: Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale therefor, shall be for the account of the Buyer, who shall pay the amount therefore to the Seller upon demand.

DELAY: The seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any circumstances or cause beyond the control of the Seller in the reasonable conduct of its business.

INSPECTION: The Buyer may inspect, or provide for inspection. Such inspection shall be so conducted, as not to interfere unreasonably with the Seller's operations and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if upon receipt of such material by the Buyer, the same shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent. **EXCLUSION OF WARRANTIES – THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXCLUDED FROM THIS CONTRACT.**

BUYER'S REMEDIES: If the material furnished to the Buyer shall fail to conform to this contract or to any express or implied warranty, the Seller shall replace such non-conforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account. The Buyer's exclusive and sole remedy on account or in respect of the furnishing of material that does not conform to this contract or to any express or implied warranty, shall be to secure replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such material does not conform to this contract or to any express or implied warranty.

PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES: Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usage of the trade and regular mill practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular mill practices concerning over and under shipments.

WARRANTY: The validity, interpretation and performance of this Agreement with respect to any material delivered hereunder shall be governed by the law of the State of Texas. Seller warrants that material delivered hereunder meets Seller's standard specification for the material or such other specifications as have been expressly made a part of this Agreement and that such material is adequately contained, packaged and labeled, and conforms to the promises and affirmations of fact made on the container and label.

WARRANTY LIMITATION AND EXCLUSION: Seller will have no warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident.

DISCLAIMER OF UNSTATED WARRANTIES: THE WARRANTY PRINTED HEREIN IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

LIMITATIONS OR LIABILITY: IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

CREDIT APPROVAL: Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.

TERMS OF PAYMENT: Subject to the provisions of CREDIT APPROVAL above, terms of payment are as shown on the reverse side hereof and shall be effective from the date of the invoice. A cash discount, if offered, shall not be allowed on any transportation charges included in the invoice. ALL COST RELATED TO THE COLLECTION OF UNPAID AND/OR PAST DUE INVOICES, INCLUDING ATTORNEY'S FEES, SHALL BE AT THE BUYER'S EXPENSE.

NON-WAIVER BY SELLER: Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach. Dwyer Industries, Inc. reserves the right, at any time, to demand that one or more of the principals of the Buyer entity personally guarantee any and all obligations of the Buyer to Dwyer.

TERMS AND CONDITIONS: The above terms and conditions shall apply, unless modified in writing to Dwyer.

The undersigned has read and fully understands the above and foregoing, and agrees to be bound thereby.

Company Officer _____
Date _____