



T. D. Williamson, Inc.

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Date: March 1999

Supersedes: n/a

## ***Notice***

Any operation involving work on pipe containing liquids or gases under pressure is potentially hazardous. It is necessary that correct procedures be followed in the use of this equipment to maintain a safe working environment.

No person should use this equipment who is not fully trained in the procedures stated in its manual and who is not fully aware of the potential hazards connected with work on pipe containing liquids or gases under pressure.

The equipment purchaser is responsible for the manner in which the equipment is used and the training and competence of the operators.

Should any difficulty arise at any time in the use of equipment, please contact TDW immediately. In the U.S., Toll Free: **1-888-TDWmSon (839-6766)**, Phone: **(918) 447-5100**, Fax: **(918) 446-6327**, Email: **info@tdwilliamson.com**

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Printed in USA.

ISO Certified 9001 and 9002



T. D. Williamson, Inc.

Date: June 2000

Supersedes: September 1999

## ***Product Warranty***

1. Products manufactured by T. D. Williamson, Inc., are warranted free from defects in material and workmanship for a period of **three (3) years from the date of shipment from the factory. Elastomer products are warranted for one (1) year under proper storage to be free from defects in material and workmanship. The foregoing warranty does not apply to any items not manufactured by T. D. Williamson, including but not limited to, electronic devices, switch components, pumps, o-rings, purchase cylinders, etc. These third party parts will revert back to suppliers warranty. TDW assumes no liability under this or any other warranty for components not manufactured by TDW. This Warranty applies only to products shipped after June 30, 2000.**
2. If TDW accepts any claim made under this Warranty, TDW's liability, if any, shall be limited to, at TDW's sole option, repair or replacement of the failed part or product, or a refund of the purchase price, less an allowance for services rendered for the product prior to the Warranty claim. **TDW disclaims any and all responsibility for special, consequential or incidental damages arising out of or related to the sale, use, or inability to use any products covered by this Warranty.**
3. Buyer agrees not to return goods for any reason except with the prior written consent of TDW, which consent, if given, shall specify the terms, conditions and charges upon which any returns may be made. Materials returned to TDW for Warranty work must have a Return Material Authorization (RMA) number, and such number must be noted on the package at the time of shipment. Claims under this Warranty must be made in writing within ten (10) days of any failure and sent by registered mail to: P. O. Box 3409, Tulsa, Oklahoma 74101. Any failed products or parts must be held for inspection by TDW or, at TDW's option, returned to TDW's factory. Customer shall prepay shipping charges, and shall pay all duties and taxes, as applicable, for products or parts returned to TDW for warranty service.
4. This Warranty shall not apply to any product or component which has been repaired or altered by anyone other than TDW, or has become damaged due to misuse, negligence or casualty, or has been operated or maintained contrary to TDW's printed instructions and warnings.
5. The sole purpose of the exclusive remedy contained in the limited Warranty shall be to provide repair or replacement of failed products, or to refund the purchase price of the failed product as explained above in paragraph 2. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as TDW agrees to repair or replace the failed product or to refund the purchase price as explained above.
6. All rights, duties, and obligations arising under this limited Warranty shall be governed by the laws of the State of Oklahoma, U.S.A., regardless of conflict of laws provisions. In the event Buyer initiates litigation under this Warranty, Buyer hereby agrees that jurisdiction for such litigation shall be brought only in the District Court for the County of Tulsa, Oklahoma.
7. TDW reserves the right to make any changes in or improvements on its products without incurring any liability or obligation to update or change previously sold product and/or the accessories thereto.
8. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. TDW NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO MODIFY THESE TERMS AND CONDITIONS, WARRANT SPECIFIC APPLICATIONS, OR ASSUME FOR TDW ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY TDW PRODUCT OTHER THAN AS PROVIDED IN THIS WARRANTY.**

# Terms and Conditions



T. D. Williamson, Inc.

Date: September 1999

1. **Minimum Order:** \$50.00 (U.S.). Any combination of products or services is allowed to satisfy minimum on a single shipment to a single destination.
2. **Orders:** All orders are subject to acceptance by T. D. Williamson, Inc.
3. **Return of Materials:** Goods may be returned to T. D. Williamson, Inc., only after approval and receipt by customer of definite shipping instructions and our written Return Materials Authorization. Returned goods are subject to restocking or reconditioning charges. Customer fabricated items or those requiring special material or special size will not be accepted for return.
4. **Prices:** Prices are subject to change without notice.
5. **Taxes:** Any tax based on or measured by the charges made for, or the cash receipts from the sale of products or services shall be added to the stated price.
6. **Delivery:** Our responsibility ceases upon delivery to any common carrier; and we do not, unless previously instructed, insure shipments beyond the point of delivery to said carrier. We make every effort to ship all material within the time indicated by us, but do not guarantee to do so, and all such indications are subject to delays occasioned by causes beyond our control. We assume no responsibility for delays in delivery or defaults resulting from strikes, work stoppages, fire, floods, accidents, inability to obtain materials, fuels or transportations, governmental decree, or any other causes which are unavoidable.
7. **Claims:** Claims for shortages or defective products must be made within 10 days after receipt of shipment. Loss or damage to materials in transit is the responsibility of the carrier.
8. **Cancellations and Changes:** Orders once placed and accepted can be canceled or changed only with our consent and upon terms that will save us from loss.
9. **Cost of Collection and Attorney Fees:** Buyer shall be responsible for all our costs and expenses, including attorney fees, incurred by us in collecting the purchase price for goods or services sold beyond its due date inclusive of delinquency charge.
10. **Terms of Payment and Delinquency Charge:** Our terms of payment are as shown on our quotation or invoice. All accounts are payable in United States funds, free of exchange rate variation or collection charges. A delinquency charge will be added on any amount not paid within the stated terms of payment and thereafter on all accounts in arrears until paid.
11. **Delays in Performance:** T. D. Williamson, Inc., shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or inability to deliver by T. D. Williamson, Inc.'s suppliers.
12. **Order of Precedence:** (a) These Terms and Conditions and any attachments take precedence over customer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by customer is limited to these Terms and Conditions. Neither T. D. Williamson, Inc.'s commencement of performance nor delivery shall be deemed or construed as acceptance of customer's additional or different terms and conditions. (b) Customer's purchase of T. D. Williamson, Inc., products hereunder represents acceptance of these Terms and Conditions and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of the Terms and Conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.
13. **Governing Law:** Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the State of Oklahoma. The parties hereby agree that any dispute relating to the products or services sold hereunder shall be subject to the jurisdiction of the courts within the State of Oklahoma.
14. **Miscellaneous:** (a) Except as may be prohibited by the U.S. Bankruptcy Laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assetnee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder. (b) Any required notices shall be given in writing at the address of each party set forth herein, or to such other addresses either party may substitute by written notice to the other. (c) Neither party may assign nor transfer any of the rights, duties, or obligations herein, without the prior written consent of the other, and any purported attempt to do so shall be null and void. (d) TDW's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. (e) Stenographic and clerical errors are subject to correction.