

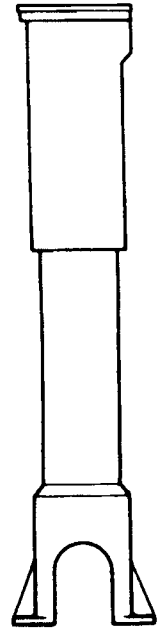


CAST IRON SERVICE BOXES, ADJUSTABLE

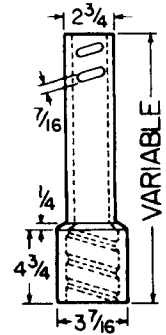
Accommodates 2" through 1 1/4" curbstops; enlarged base
Accommodates 2" curbstops; 2 1/2" shaft - screw type

6500 SERIES, SCREW TYPE WITH WATER LID

Box (Components)	UPCode 67610	Ship Code	Extension In Inches	Weight
89-A (12T & 12B)	146681	S	15-21	20
90-B (12T & 15B)	146742	S	18-24	21
90-C (15T & 15B)	146803	S	21-27	22
91-C (15T & 21B)	146865	S	24-33	24
92-C (15T & 27B)	146926	S	30-39	26
92-D (18T & 27B)	146988	S	30-42	28
93-D (18T & 33B)	147046	S	36-48	32
93-E (24T & 33B)	147114	S	36-54	37
94-E (24T & 39B)	147183	S	42-60	41
95-E (30T & 39B)	147251	S	41-64	44
100-E (24T & 21B & #154 Ext)	147312	S	54-72	50
100-F (30T & 21B & #154 Ext)	147381	S	54-78	53
101-F (30T & 27B & #154 Ext)	147459	S	60-84	55



Box Assembled



EXTENSION

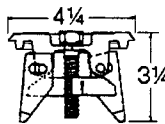
Item	Height Increase
151	9
152	16
153	28
154	30

TOP SECTION WITH WATER LID

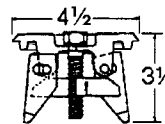
Item	UPCode 67610	Ship Code	Weight
12T	147510	S	11
15T	147589	S	12
18T	147640	S	14
24T	147701	S	19
30T	147763	S	22

BOTTOM ONLY

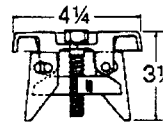
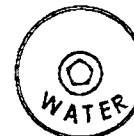
Item	UPCode 67610	Ship Code	Weight
12B	144670	S	9
15B	144687	S	10
21B	144694	S	12
27B	144700	S	14
33B	144717	S	18
39B	144724	S	22



(New Style)
Repair Lid



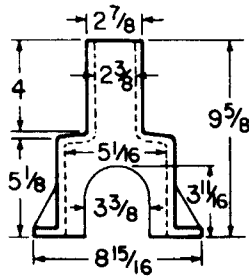
(Old Style)
Repair Lid



(Outside Cover)
Repair Lid

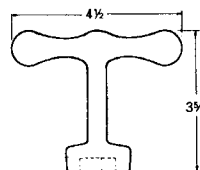
6500 SERIES PARTS

Item	UPCode 67610	Ship Code	Wt.
151 Ext	144762	S	7.0
152 Ext	144779	S	12.0
153 Ext	144786	S	17.0
154 Ext	144793	S	19.0
Enlarged Base	144809	S	8.0
2 1/2" "Water Lid"	144830	S	1.0
Brass Screw (Std. WW Pentagon)	144816	S	...
Wrench (Std. WW Pentagon)	144908	S	0.5
2 1/2" "Repair Lid Old"	144915	S	4.5
2 1/2" "Repair Lid New"	144922	S	4.5
2 1/2" "Repair Lid Outside Cover"	381518	S	4.5



ENLARGED BASE For 2" Curbstop

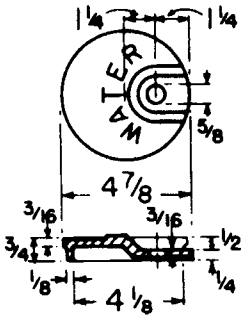
Item	Height Increase
6500	6"



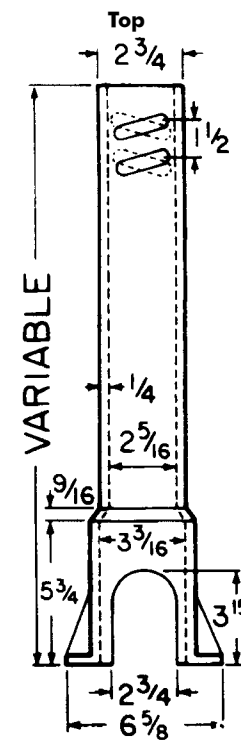
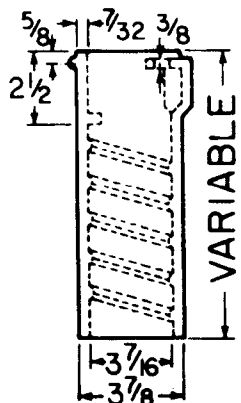
Wrench



Brass Screw
Std. WW Pentagon



Lid



Bottom



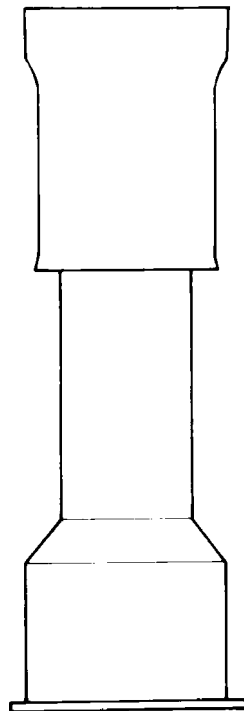
6850 SERIES
CAST IRON TWO-PIECE VALVE BOXES
 for 4" through 12" valves, 5 1/4" shaft, screw-type

New ways to save on valve boxes. Eliminate extra handling by buying pre-assembled units. Save on single parts and accessories. Lower unit cost by purchasing Valu-Paks of 30 to 80 pieces of tops and bottoms in crates. See list price sheet for pricing details.

**THREE WAYS TO SAVE
6850 VALVE BOX**

Level 1 Boxes Assembled	Level 2 Individual Parts Not Assembled	Level 3 VALU-PAK Parts Not Assembled
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Note: A "BOX" is one top and one bottom

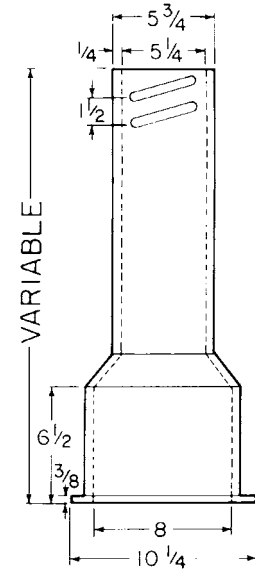
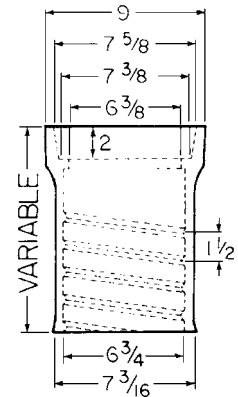


Box Assembled

LEVEL ONE: BOXES ASSEMBLED LESS LIDS

Box (Components)	Extension Height	UPCode 670610	Weight
461-S (10T + 15B)	19-22	(Not Offered Assembled)	
462-S (10T + 24B)	27-32	(Not Offered Assembled)	
562-S (16T + 24B)	27-37	145790	71
563-S (16T + 30B)	33-43	145752	78
564-S (16T + 36B)	39-50	145806	85
662-S (26T + 30B)	36-52	145769	93
664-S (26T + 36B)	39-60	145813	100
666-S (26T + 24B + #60 Ext)	51-71	(Not Offered Assembled)	
668-S (26T + 36B + #60 Ext)	62-82	(Not Offered Assembled)	

Level Two Top



Level Two Bottom

Lids marked "WATER" will ship unless otherwise specified:

Also available 5 1/4" Drop Lids"

**WATER OMA
SEWER
MWW
(PLAIN)
GAS**

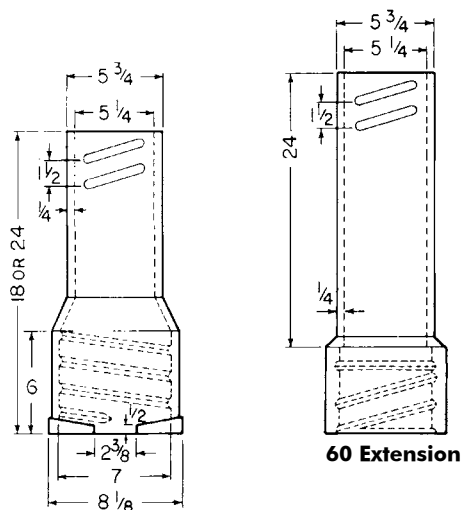


6850 SERIES CAST IRON TWO-PIECE VALVE BOXES for 4" through 12" valves, 5 1/4" shaft, screw-type

LEVEL TWO - Parts Not Assembled/Less Lids

TOPS & BOTTOMS								
	Tops (less lids)				Bottoms			Extensions
Box (Components)	Assy Height	UPCode 670610	Lgt	Wt	UPCode 670610	Lgt	Wt	UPCode 670610
461-S (10T + 15B)	19-22	144939	10T	22	145004	15B	27	
462-S (10T + 24B)	27-32	144939	10T	22	145011	24B	35	
562-S (16T + 24B)	27-37	144946	16T	36	145011	24B	35	
563-S (16T + 30B)	33-43	144946	16T	36	144991	30B	42	
564-S (16T - 36B)	39-50	144946	16T	36	145028	36B	49	
662-S (26T - 30B)	36-52	144953	26T	51	144991	30B	42	
664-S (26T + 36B)	39-60	144953	26T	51	145028	36B	49	
666-S (26T + 24B + #60 Ext)	51-71	144953	26T	51	*145011	24B	35	145059
668-S (26T + 36B + #60 Ext)	62-82	144953	26T	51	*145028	36B	49	145059
					* 6850 Bottoms			

* 6850 Bottoms



58 and 59 Extension

EXTENSIONS

Item/Description	UPCode 670610	Height Increase	Wt
#58 Screw-Type	145141	14	29
#59 Screw-Type	145158	18	30
#60 Screw-Type	145059	24	37

LEVEL THREE - Crates of tops and bottoms, not assembled, less lids. Easy to handle, ships from stock.

TOPS OR BOTTOMS

Box (Components)	Assy Height	Tops (less lids)				Bottoms			
		UPCode 670610	Lgt	Wt	Qty	UPCode 670610	Lgt	Wt	Qty
461-S (10T + 15 B)	19-22	376910	10T	1840	80	376941	15B	1080	40
462-S (10T + 24B)	27-32	376910	10T	1840	80	376958	24B	1050	30
562-S (16T + 24B)	27-37	376927	16T	2160	60	376958	24B	1050	30
563-S (16T + 30B)	33-43	376927	16T	2160	60	376965	30B	1260	30
564-S (16T + 36B)	39-50	376927	16T	2160	60	376972	36B	1470	30
662-S (26T + 30B)	36-52	376934	26T	1530	30	376965	30B	1260	30
664-S (26T + 36B)	39-60	376934	26T	1530	30	376972	36B	1470	30
666-S (26T + 24B + #60 Ext)	*51-71	376934	26T	1530	30	*376958	24B	1050	30
668-S (26T + 36B + #60 Ext)	*62-82	376934	26T	1530	30	*376972	36B	1470	30

*Extensions (Required on 666-S & 668-S)

*6850 Bottoms

#60 Screw-Type

24" Height Increase 376989 1080 30

NOTES: To get equal numbers, order two crates of bottoms for each crate of tops for 461S, 562S, 563S and 564S. Order lids separately, see above.



6855 SERIES CAST IRON TWO-PIECE VALVE BOXES for 4" through 12" valves, 5 1/4" shaft, slip-type

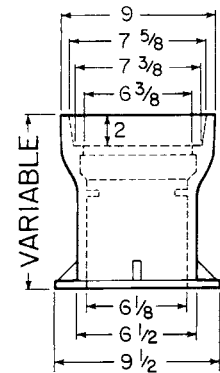
New ways to save on valve boxes. Eliminate extra handling by buying pre-assembled units. Save on single parts and accessories. Lower unit cost by purchasing Valu-Paks of 30 to 80 pieces of tops and bottoms in crates. See list price sheet for pricing details.

THREE WAYS TO SAVE 6855 VALVE BOX

Level 1 Boxes Assembled	Level 2 Individual Parts Not Assembled	Level 3 VALU-PAK Parts Not Assembled
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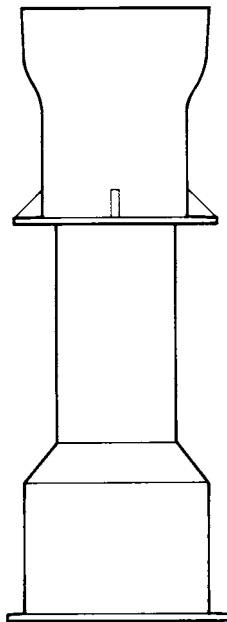
Note: A "BOX" is one top and one bottom

Level Two Top

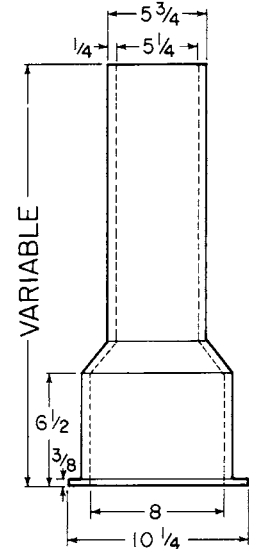


LEVEL ONE

Boxes Assembled/Less Lid



Box Assembled



Level Two Bottom

LEVEL ONE: BOXES ASSEMBLED LESS LIDS

Box (Components)	Extension Height	UPCode 670610	Weight
461-A (10T + 15B)	19-22	(Not Offered Assembled)	
462-A (10T + 24B)	27-32	(Not Offered Assembled)	
562-A (16T + 24B)	27-37	145868	72
563-A (16T + 30B)	33-43	145714	81
564-A (16T + 36B)	39-50	145875	83
662-A (26T + 30B)	36-52	145721	97
664-A (26T + 36B)	39-60	145882	99
666-A (26T + 24B + #60 Ext)	51-71	(Not Offered Assembled)	
668-A (26T + 36B + #60 Ext)	62-82	(Not Offered Assembled)	

Lids marked "WATER" will ship unless otherwise specified:

Also available 5 1/4" Drop Lids"

WATER OMA

SEWER

MWW

(PLAIN)

GAS

LEVEL TWO - Parts Not Assembled/Less Lids
TOPS & BOTTOMS

Box (Components)	Assy Height	Tops (less lids)			Bottoms			Extensions
		UPCode 670610	Lgt	Wt	UPCode 670610	Lgt	Wt	UPCode 670610
461-A (10T + 15B)	19-22	144960	10T	29	145073	15B	26	
462-A (10T + 24B)	27-32	144960	10T	29	145080	24B	36	
562-A (16T + 24B)	27-37	144977	16T	36	145080	24B	36	
563-A (16T + 30B)	33-43	144977	16T	36	145127	30B	45	
564-A (16T + 36B)	39-50	144977	16T	36	145097	36B	47	
662-A (26T + 30B)	36-52	144984	26T	52	145127	30B	45	
664-A (26T + 36B)	39-60	144984	26T	52	145097	36B	47	
666-A (26T + 24B + #60 Ext)	51-71	144984	26T	52	*145011	24B	35	145066
668-A (26T + 36B + #60 Ext)	62-82	144984	26T	52	*145028	36B	49	145066

*NOTE: These are 6850 Bottoms used to accommodate the interior threads of the applicable extensions.

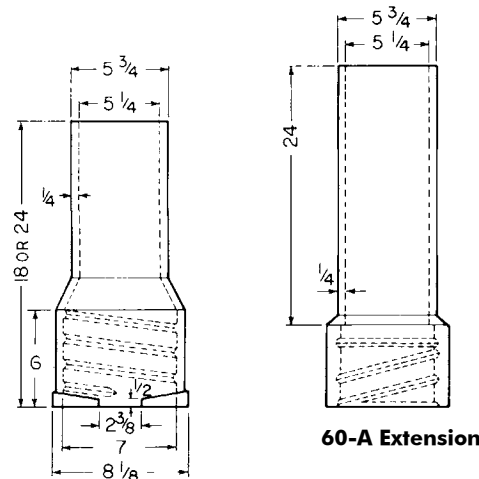
LIDS & RISERS

All Lids..... Page 45

All Risers Page 46

EXTENSIONS

Item/Description	UPCode 670610	Height Increase	Wt
#58-A Slip-Type	145233	14	29
#59-A Slip-Type	145240	18	30
#60-A Slip-Type	145066	24	36



60-A Extension

58-A and 59-A Extension

LEVEL THREE - Crates of tops and bottoms, not assembled, less lids. Easy to handle, ships from stock.

TOPS OR BOTTOMS

Box (Components)	Assy Height	Tops (less lids)				Bottoms			
		UPCode 670610	Lgt	Wt	Qty	UPCode 670610	Lgt	Wt	Qty
461-A (10T + 15 B)	19-22	376996	10T	2320	80	372023	15B	1040	40
462-A (10T + 24B)	27-32	376996	10T	2320	80	377030	24B	1080	30
562-A (16T + 24B)	27-37	377009	16T	1080	30	377030	24B	1080	30
563-A (16T + 30B)	33-43	377009	16T	1080	30	377047	30B	1350	30
564-A (16T + 36B)	39-50	377009	16T	1080	30	377054	36B	1410	30
662-A (26T + 30B)	36-52	377016	26T	1560	30	377047	30B	1350	30
664-A (26T + 36B)	39-60	377016	26T	1560	30	377054	36B	1410	30
666-A (26T + 24B + #60 Ext)	*51-71	377016	26T	1560	30	*376958	24B	1050	30
668-A (26T + 36B + #60 Ext)	*62-82	377016	26T	1560	30	*376972	36B	1470	30

*Extensions (Required on 666-A & 668-A)

* See Note Above.

#60-A Slip-Type

24" Height Increase

377061 1080 30

NOTES: To get equal numbers, order two crates of bottoms for each crate of tops for 461A, 562A, 563A and 564A. Order lids separately, see above.



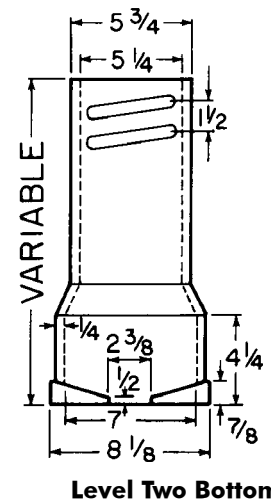
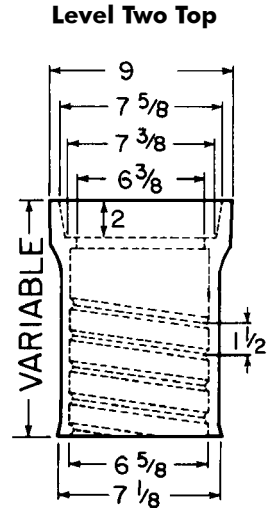
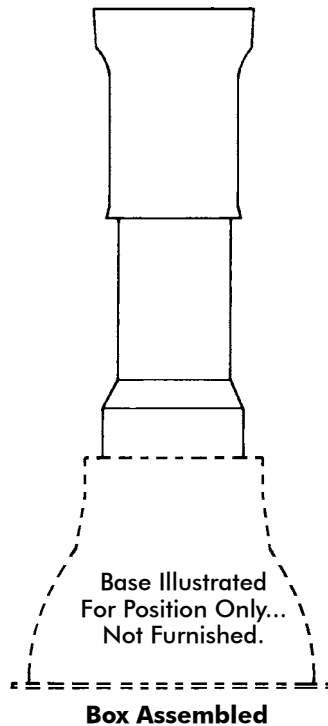
6860 SERIES
CAST IRON THREE-PIECE VALVE BOXES
 for 3" through 20" valves, 5 1/4" shaft, screw-type
 (Base required, order separately)

New ways to save on valve boxes. Eliminate extra handling by buying pre-assembled units. Save on single parts and accessories. Lower unit cost by purchasing Valu-Paks of 30 to 80 pieces of tops and bottoms in crates. See list price sheet for pricing details.

THREE WAYS TO SAVE 6860 VALVE BOX		
Level 1 Boxes Assembled	Level 2 Individual Parts Not Assembled	Level 3 VALU-PAK Parts Not Assembled
Note: A "BOX" is one top and one bottom		

LEVEL ONE

Boxes Assembled/Less Base and Lid



LEVEL ONE: BOXES ASSEMBLED LESS BASES AND LIDS

Box (Components)	Extension Height	UPCode 670610	Weight
AA (10T + 12B)	27-37	(Not Offered Assembled)	
A (16T + 18B)	33-42	(Not Offered Assembled)	
B (16T + 24B)	39-49	145936	69
C (16T + 30B)	45-54	145943	73
CC (16T + 36B)	51-60	145950	75
D (26T + 30B)	45-66	145967	88
DD (26T + 36B)	51-72	145974	90
E (16T + 24B + #60 Ext)	63-72	(Not Offered Assembled)	
F (26T + 24B + #60 Ext)	63-84	(Not Offered Assembled)	
G (26T + 36B + #60 Ext)	74-94	(Not Offered Assembled)	

Lids marked "WATER" will ship unless otherwise specified:
 Also available 5 1/4" Drop Lids"
 WATER OMA
 SEWER
 MWW
 (PLAIN)
 GAS

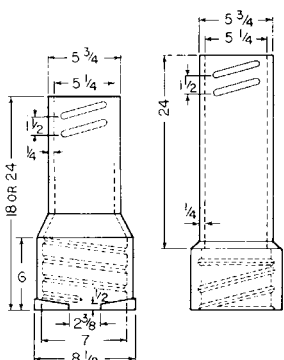


6860 SERIES CAST IRON THREE-PIECE VALVE BOXES for 3" through 20" valves, 5 1/4" shaft, screw-type (Base required, order separately)

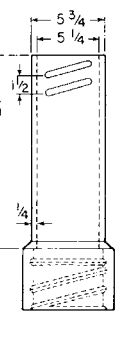
LEVEL TWO - Parts Not Assembled/Less Lids

TOPS & BOTTOMS

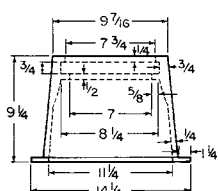
Box (Components)	Assy Height	Tops (less lids)			Bottoms			Extensions
		UPCode	Lgt	Wt	UPCode	Lgt	Wt	UPCode
		670610			670610			670610
AA (10T + 12B)	27-31	144939	10T	23	145134	12B	19	
A (10T + 18B)	33-42	144946	10T	36	145141	18B	29	
B (16T + 24B)	39-49	144946	16T	36	145158	24B	33	
C (16T + 30B)	45-54	144946	16T	36	145165	30B	37	
CC (16T - 36B)	51-60	144946	16T	36	145172	36B	39	
D (26T - 30B)	45-66	144953	26T	51	145165	30B	37	
DD (26T + 36B)	51-72	144953	26T	51	145172	36B	39	
E (16T + 24B + #60 Ext)	63-72	144946	26T	36	145158	24B	33	
F (26T + 24B + #60 Ext)	63-84	144953	26T	51	145158	24B	33	145059
G (26T + 36B + #60)	74-94	144953	26T	51	145172	36B	39	145059



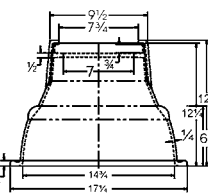
**58 and 59
Extension**



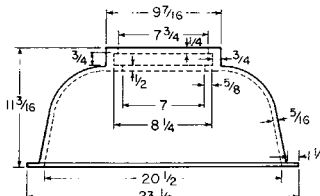
60 Extension



#4 Base



**#6 Base
(Standard)**



#160 Base

EXTENSIONS

Item/Description	UPCode 670610	Height Increase	Wt
#58 Screw-Type	145141	14	29
#59 Screw-Type	145158	18	30
#60 Screw-Type	145059	24	37

LIDS & EXTENSIONS
Lids..... Page 45
Extensions..... Page 40

BASES

Item/Description	UPCode 670610	Wt
#4, 11 1/4" Wide	145653	34
#6, 14 3/4" Wide	145660	45
#160, 20 1/2" Wide	145684	68

LEVEL THREE - Crates of tops and bottoms, not assembled, less lids. Easy to handle, ships from stock.

TOPS OR BOTTOMS

Box (Components)	Tops (less lids)				Bottoms			
	UPCode 670610	Lgt	Wt	Qty	UPCode 670610	Lgt	Wt	Qty
AA (10T + 12 B)	376910	10T	1840	80	377078	12B	1520	80
A (16T + 18B)	376927	16T	2160	60	377085	18B	1740	60
B (16T + 24B)	376927	16T	2160	60	377092	24B	990	30
C (16T + 30B)	376927	16T	2160	60	377108	30B	1110	30
CC (16T + 36B)	376927	16T	2160	60	377115	36B	1170	30
D (26T + 30B)	376934	26T	1530	30	377108	30B	1100	30
DD (26T + 36B)	376934	26T	1530	30	377115	36B	1170	30
E (16T + 24B + #60 Ext)	376927	16T	2160	60	371092	24B	990	30
F (26T + 24B + #60 Ext)	376934	26T	1530	30	377092	24B	990	30
G (26T + 36B + #60 Ext)	376934	26T	1530	30	377115	36B	1170	30

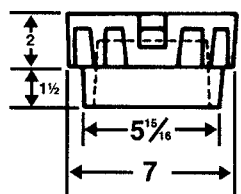
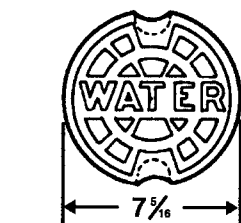
Extensions

#60 Screw-Type			
24" Height Increase	376989	1080	30

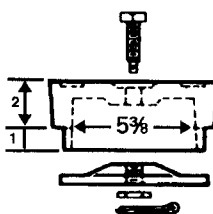
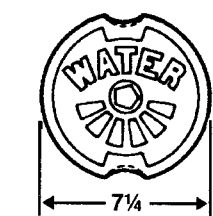
NOTES: To get equal numbers, order two crates of bottoms for each crate of tops for B, C, CC and E only.
Order bases and lids separately, see above.



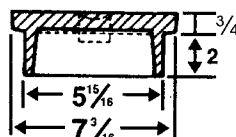
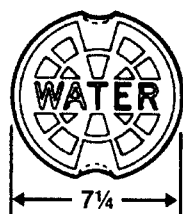
STANDARD & SPECIAL DROP & LOCK LIDS



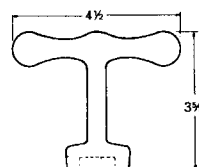
Drop Lid



Lock Lid



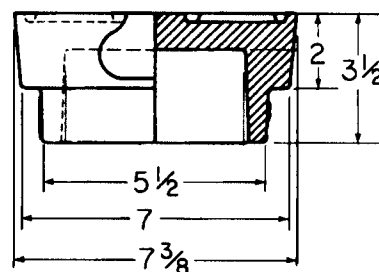
1 1/8" Lid



WRENCH

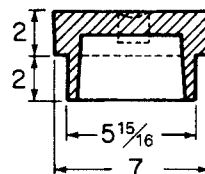
**Fits Standard Waterworks
Pentagon Head 27/32" Brass
Screws**

UPCode	Ship Code	Description	Weight
670610			
144908	S	Wrench	0.5



5 1/4" MWW DROP LID

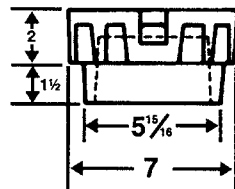
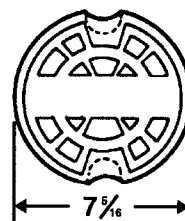
UPCode	Weight
670610	
145370	12



5 1/4" OMA DROP LID

UPCode	Special Markings	Weight
670610		
145301	WATER OMA*	12

*OMA marking is inside lid.



5 1/4" DROP LID W/SPECIAL MARKINGS*

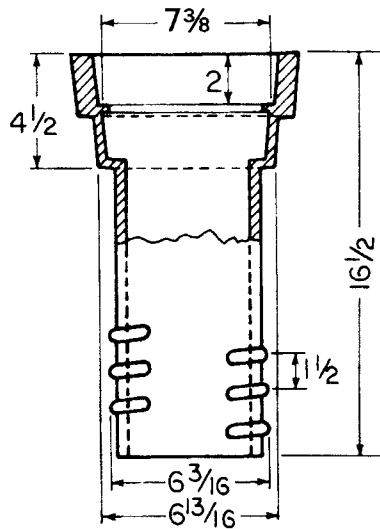
UPCode	Special Mark	Weight
670610		
145332	GAS	12
145349	SEWER	12
145356	PLAIN	12

*Lids marked with "WATER" will be shipped unless otherwise specified.

LIDS ("WATER")

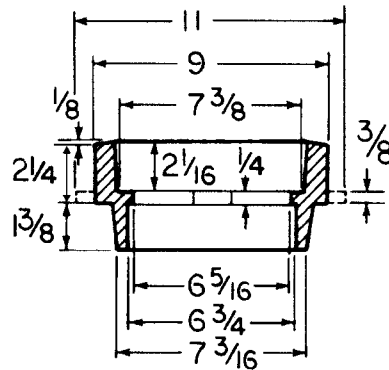
Item/Description	UPCode 670610	Weight
5 1/4 Drop Lid	145325	12
5 1/4 Lock Lid	145462	11
1 1/8 Lid*	145509	11

*Use with 1 1/8" Riser Only.

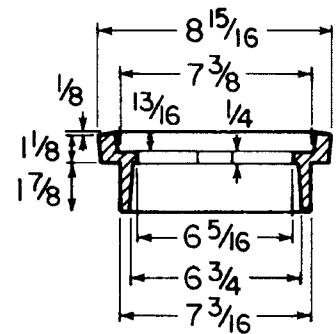


**#69 SCREW TYPE ADJUSTABLE RISER
FOR 6850/60 SERIES
(Uses Standard Drop Lid)**

UPCode	Height Increase	Weight
670610		
148197	2 1/2" - 9"	29



**5 1/4" x 2 1/4" Riser
(Uses Standard 5 1/4"
Drop Lid)**

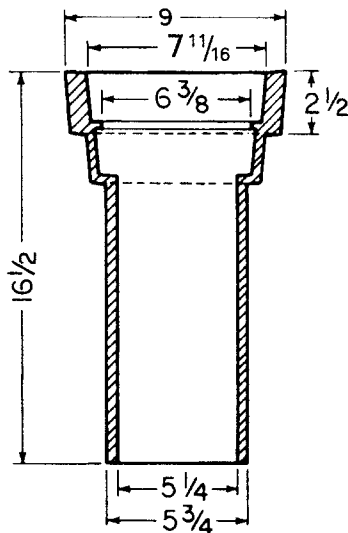


**5 1/4" x 1 1/8" Riser
(Requires 1 1/8" Riser Lid)**

RISERS

Item/Description	UPCode	Height Increase	Weight
5 1/4 x 1 1/8 Slip-In*	145554	1 1/8"	8
5 1/4 x 2 1/4 Slip-In	145547	2 1/4"	14

*Use with 1 1/8" Lid Only.



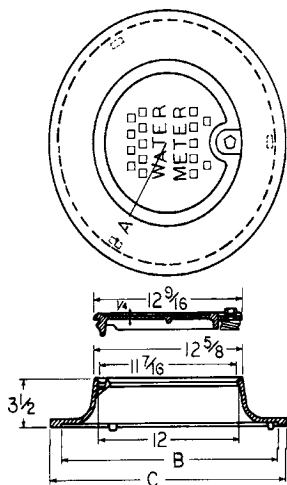
**#69-A SLIP TYPE ADJUSTABLE RISER
FOR 6855 SERIES
(Uses Standard Drop Lid)**

UPCode	Height Increase	Weight
670610		
148241	2 1/2" - 12"	29



METER COVERS, TOUCH-READER (TR) RINGS & LIDS

6150 & 6150TR METER COVERS, CAST IRON

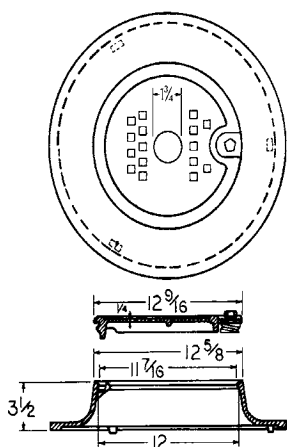


6150 Meter Box Cover

Description	A	B	C
18-in. 6150 Series	8 3/4	18	20
20-in. 6150	9 3/4	20	22

UPCode	Ship Code	Description	Weight
670610			
148449	S	6150-18 Ring & Lid B/L*	39
148456	S	6150-18 Ring & Lid B/S	39
148647	S	6150-18 Ring Only	27
148494	S	6150-18/20 Lid With Lock B/L*	13
148593	S	61 50-L-1 8/20 Lid Less Lock	14
148500	S	6150-18/20 Lid With Lock B/S*	13
148463	S	6150-20 Ring & Lid B/L*	41
148470	S	6150-20 Ring & Lid B/S*	41
148630	S	6150-R-20 Ring Only	29

*B/L = Large Bolts (1-1/32"); B/S = Small Bolts (27/32" Standard)



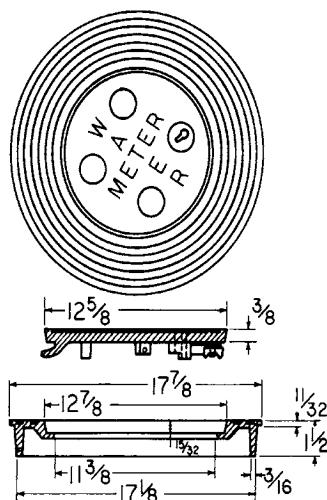
6150TR Meter Cover

6150TR (TOUCH-READER) METER COVERS CAST IRON

UPCode	Ship Code	Description	Weight
670610			
148531	S	6150-18 TR Ring & Lid B/L"	39
148524	S	6150-18 TR Ring & Lid B/S*	39
148579	S	6150-18/20 TR Lid With Lock B/L*	13
148562	S	6150-18/20 TR Lid With Lock B/S*	13
148586	S	6150-18/20 TR Lid Less Lock	12
148555	S	6150-20 TR Ring & Lid B/L*	41
148548	S	6150-20 TR Ring & Lid B/S*	41

*B/L = Large Bolts (1-1/32"); B/S = Small Bolts (27/32")

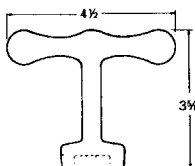
NOTE: 6150TR - Same dimensions as 6150, plus a 1-27/32" access hole in lid.



6200 Meter Cover

6200 METER COVER, CAST IRON

UPCode	Ship Code	Description	Weight
670610			
148708	S	6200 Ring & Lid Less Lock	28
148760	S	6200-R Ring Only	18
148739	S	6200-L Lid Less Lock	13
148722	S	6200-L Lid With Lock	11



WRENCH Fits Standard Waterworks Pentagon Head 27/32" Brass Screws

UPCode	Ship Code	Description	Weight
670610			
144908	S	Wrench	0.5

TERMS AND CONDITIONS OF SALE - McWane, Inc.

1. **ENTIRE AGREEMENT.** McWane, Inc., agrees to sell the goods covered herein (the "Goods") to Buyer on the following terms and conditions of sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer. This contract constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Seller. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect.

2. **QUOTATIONS.** Where this form is used by Seller to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and adherence to delivery schedules are material terms of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.

3. **ACCEPTANCE.** This order shall not be binding upon Seller until accepted by an authorized representative of Seller at its home office. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions in their entirety.

4. **DELIVERY.** All prices are F.O.B. Seller's plant, unless otherwise specified by Seller. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt of Seller's information. Acceptance of shipment by designated shipper, allocation of Goods to Buyer at premises other than Seller's, delivery to Buyer's representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. Goods held subject to Buyer's instructions, Goods for which Buyer has failed to supply shipping instructions, or in any case where Seller, in its sole discretion, determines any part of the Goods should be held for Buyer's account, Seller may invoice the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Buyer and paid for at contract prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Seller may, at its option, give notice in writing to Buyer that Seller is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Seller within five (5) days of the receipt of Goods. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. In the absence of directions, goods will be shipped by the method and via carrier Seller believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store Goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Seller. All materials received from Seller must be counted upon receipt and compared to the Seller's packing list. Any shortage must be noted on the carrier's official freight bill and be confirmed with the signature of the driver representing the delivering carrier. A copy of the freight bill listing the shortage must be forwarded to Seller within three working days to receive

credit for any shortage. If the freight bill is signed without exception, the packing list will be deemed correct and no shortage claim will be honored. Contact Seller's sales correspondent immediately if no packing list is present.

5. **TERMS OF PAYMENT.** Terms to Buyers whose credit has been approved in writing by Seller are specified on the face of the applicable invoice. Seller shall have the right to make partial shipments. If, at any time or for any reason, Seller shall have cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller shall deem necessary in its discretion, including payment in advance for all shipments. If Buyer fails within 10 days of Seller's demand to provide Seller with such assurance, Seller shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Buyer's default. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for the Goods when due, Buyer's account shall be deemed delinquent and Buyer shall be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorney's fees.

6. **CANCELLATION, CHANGES AND RETURNS.** This order is not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by Seller prior to or as a result of such cancellation, change or return. In this event, the seller shall be entitled to revise its prices and delivery dates to reflect such change. When Seller's agreement is obtained, Seller will accept returned material for credit if, in its sole discretion, it finds such material to be standard stock and in good condition. Such credit shall be the invoice price less 25% on acceptable goods, and less all shipping and handling charges. In all other cases, the credit in Seller's sole discretion shall be the scrap value of the Goods, less shipping and handling charges.

7. **DELAY IN OR PREVENTION OF PERFORMANCE.** Seller shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of Seller; and Seller shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted for any such cause, Seller may store the Goods at Buyer's expense and risk, and Seller may charge Buyer therefor a reasonable storage rate. If Seller is delayed in proceeding with production or otherwise because it is awaiting Buyer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Buyer's approval or acceptance of the Goods, Seller shall be entitled to an adjustment in price commensurate with any increase in Seller's cost of production and any other losses and expenses incurred by Seller attributable to such delays.

8. **DEFERRED DELIVERY.** Any deferred delivery request by Buyer shall be subject to Seller's written approval. If such approval is given, Seller shall have the right to charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's expense and risk of loss. Seller also reserves the right, at its option, as to any uncompleted portion of the order to cancel said uncompleted portion in accordance with Paragraph 6 above, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

TERMS AND CONDITIONS OF SALE - McWane, Inc.

9. **WARRANTY AND LIMITATION OF LIABILITIES AND BUYER'S REMEDIES.** Seller warrants that the Goods delivered hereunder will be of the kind described in the within agreement and shall be free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (B) defects in any portion or part of the Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate.

Provided that Seller is furnished prompt notice by Buyer of any defect and an opportunity to inspect the alleged defect as provided herein, Seller shall, at its option and in its sole discretion either: (i) repair the defective or non-conforming Goods, (ii) replace the nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty days after receipt of the Goods at Buyer's plant or storage facilities, or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price that has been paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event shall any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above shall be at Seller's plant and shipped FOB Plant unless otherwise agreed to by Seller. Transportation charges for the return of the Goods or part thereof to Seller shall be prepaid by Buyer unless otherwise agreed to by the Seller in writing. Seller shall, in no event, be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. The foregoing warranty does not cover failure of any part or parts manufactured by others, the failure of any part or parts from external forces, including but not limited to earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave. The exclusive remedy of Buyer and the sole liability of Seller, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Goods and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Seller, the remedies described above. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR THE CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER.

In any contract by Buyer for resale of goods, buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

10. **PATENTS.** If any claim is made against Buyer based on a claim that any of the Goods constitute an infringement of any U.S. Letter Patent, Buyer shall notify Seller immediately. Seller shall have the right, with Buyer's assistance, if required, but at Seller's expense, to conduct settlement negotiations of any litigation. If any of the Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Seller deems their continued use inadvisable and provided that Buyer has given Seller the immediate notice provided for above and has used the Goods only in accordance with the provisions of this order and shall not have altered or changed them in any material way, Seller shall, at its option and expense, procure for Buyer the right to continue using the Goods, modify the Goods so that they become non-infringing, replace the Goods with non-infringing Goods of substantially equal quality, or replace the Goods and refund the purchase price, less reasonable depreciation. The foregoing states Seller's entire liability for patent infringement.

11. **CONTROLLING LAW.** This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Alabama. or Texas Any claim by Buyer arising hereunder shall be tried in the courts of Alabama or Texas to which jurisdiction Buyer hereby submits.

12. **ARBITRATION; DISPUTE RESOLUTION; PRESERVATION OF FORECLOSURE REMEDIES.** At the option or election of Seller, any dispute, claim or controversy ("Dispute") between Seller or Buyer relating to the transactions contemplated by this agreement, including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each Seller and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates.

13. **WAIVER.** No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach of this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

14. **ASSIGNMENT.** Buyer may not assign this order or any rights hereunder without the prior written consent of seller. This agreement and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

15. **TAXES.** Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.

16. **CUMULATIVE NATURE OF REMEDIES.** All remedies of Seller set forth herein shall be cumulative and shall be in addition to any other remedies available to Seller, whether at law, equity or otherwise.