



WE CAN LINE ANYTHING.

## TERMS AND CONDITIONS OF SALE

**1. DEFINITIONS:** Witt Lining Systems (F. C. Witt Assoc. Ltd.) will be referred to as "Seller" and the person or company purchasing will be referred to as "Buyer".

**2. PAYMENT:** Final payment to Seller shall be made by Buyer pursuant to the payment schedule contained in the attached quotation. If the Seller shall at any time doubt the Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security satisfactory to Seller in advance. If the Buyer fails in any way to fulfill the terms on the quotation or its stipulations or terms as stated herein, Seller may defer further shipments until such default is corrected and may at the option of Seller treat such default as refusal by Buyer to accept further shipments hereunder.

**3. TAXES:** The prices stated herein do not include any sales, use, gross income, occupational, VAT, or similar taxes unless so stated specifically; such taxes will be added to invoice prices in those instances in which the Seller is required to collect them from the Buyer, provided however, that if Seller does not collect any such taxes and is later asked by and/or required to pay such to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to such taxing authority. At Seller's option, prices may be increased to reflect any change in costs of Seller resulting from federal, state, or local legislation. At Seller's option, prices may be increased to reflect any increase in the rate charge or classification of any carrier. Freight deductions, if any, will be paid upon surrender of the paid freight bill.

**4. TITLE:** Regardless of the FOB point designated, title to any products described in the attached quotation and risk of loss or damage thereto shall pass to the Buyer at the plant or warehouse of the Seller, except in those instances in which delivery is made by the seller's vehicles. In the event of damage or loss, Seller will cooperate with Buyer in presenting any reasonable claim against the carrier involved.

**5. WARRANTY: THE SELLER WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP, UNDER NORMAL AND PROPER USE IN ACCORDANCE WITH INSTRUCTIONS OF THE SELLER FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER, BUT THE LIABILITY ON SUCH WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT BY THE SELLER (EXW: CLAREMORE, OK) OF ANY OF ITS PRODUCTS WHICH MAY BE RETURNED BY THE BUYER (TO CLAREMORE, OK) TRANSPORTATION AND HANDLING CHARGES PREPAID WITHIN SAID TIME PERIOD AND WHICH ARE FOUND BY THE SELLER TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. EXCEPT AS STATED ABOVE, WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR DO WE MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO OUR PRODUCTS OR SERVICES OR THE USE THEREOF. THE FOREGOING IS THE FULL EXTENT OF THE RESPONSIBILITY OF THE SELLER, AND BY WAY OF ILLUSTRATION AND NOT LIMITATION, IN NO EVENT SHALL THE SELLER BE LIABLE FOR DELAY CAUSED BY DEFECTS IN PRODUCTS OR SERVICES, FOR CONSEQUENTIAL DAMAGES, OR FOR ANY CHARGES OR EXPENSES INCURRED WITHOUT ITS WRITTEN CONSENT. THE BENEFITS OF THIS WARRANTY WILL NOT BE APPLIED TO ANY PRODUCTS OR ITEMS THAT HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF OUR CLAREMORE, OK PLANT IN ANY RESPECT WHICH, IN OUR JUDGEMENT, AFFECTS THEIR CONDITION OR OPERATION.**

**6. INDEMNITY:** To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Seller and its agents and employees from and against all claims, damages and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the work to be performed by Seller including, but not limited to, claims, damages, loss or expense attributable to bodily-injury, sickness, disease, death, injury to or destruction of tangible property including the use thereof and any consequential damages, and arising out of, as a result of or in connection with the Seller and directly or indirectly cause in whole or in part by any negligent or intentional acts of Seller or anyone directly or indirectly deployed by it or anyone for whose acts Seller may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by Seller.

**7. SUSPENSION OF ORDER:** The obligation of Seller to sell and deliver or perform services and the obligation of Buyer to furnish specifications for purchase and take the products for services stated on the attached quotation shall be suspended by fire, floods, accidents, acts of God, war or acts of war, Terrorist Acts, strikes, lock outs, slow downs, picketing or other labor controversies, sabotage, riots or other civil commotions, default or failure of carriers, shortage of labor, inability to obtain materials from regular sources, action or request of any government or agency, or any other happening or contingency beyond the control, and without the fault of the parties hereto, whether or not of a kind hereinbefore mentioned, to the extent that such occurrence or contingency limits or prevents the manufacture, sale, or delivery of any products, or the performance of any services by the Seller or the purchase or receiving thereof by the Buyer, except however, that notwithstanding the foregoing, the Buyer shall not be excused from accepting paying for products that are completed or in the process of manufacture at the time. The party affected shall promptly notify the other party of the occurrence of any such contingency and the anticipated effect on the manufacture and delivery or acceptance of the products. Upon the elimination or cessation of any such event or contingency, the obligation of Seller to sell and deliver and the obligation of the Buyer to buy and take the products or services shall be reinstated. Products or services omitted during the period of any such suspension or reduction shall be eliminated from this agreement without liability to either party.

**8. PATENTS AND TRADEMARKS:** Buyer agrees to determine whether any words, designs, or devices which Buyer instructs Seller to incorporate in, imprint, or place on the products sold hereunder infringe any trademark, copyright, or patent, notwithstanding the fact that Seller may have consulted as to, or perform the art or design work, or other special services in connection with the order. Buyer will indemnify Seller against all expenses, losses, and any other damages arising from any such claim of infringement, and by way of illustration and not limitation, Buyer will reimburse Seller for any legal expenses incurred in the defense of any claims relating to such.

**9. SPECIFICATIONS:** Any specifications, drawings, notes, inspections, engineering notices or technical data coming into the hands or control of the Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. The Seller shall at all times retain title to all such documents and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller. Upon Seller's request or upon completion and delivery of the products or services, whichever occurs first, Buyer shall promptly return all such documents to Seller.

**10. EXPORT:** If the products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all consular and customs declarations and will accept all responsibility for penalties resulting from error or omissions thereon.

**11. ASSIGNMENT:** The Buyer may not assign any of the Buyer's rights hereunder without the prior written consent of the Seller. Said consent will not be unreasonably withheld.

**12. ATTORNEYS FEES:** If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorneys fees to the prevailing party. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

**13. CONSTITUTION:** This document constitutes the complete agreement between the Buyer and Seller with respect to the products mentioned and supersedes all prior or contemporaneous written or oral agreements between the parties. Any amendment of this contract must be in writing signed by both parties hereto and all terms and conditions shall remain in effect. All notices shall be in writing to the addresses stated herein.

**14. APPLICATION:** In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without diminishing or invalidating any other provision thereof.

END

# Witt Can Line Anything

## PVC Liner Warranty

F.C. Witt Associates Ltd. dba Witt Lining Systems (Manufacturer) warranties for a period of one year from date of receipt, the material and workmanship of all PVC Liners manufactured and sold by it, as to correct liner size and integrity of factory welds. PVC Liners that have failed under normal operating conditions will be repaired or replaced at Manufacturer's option

### EXCEPTIONS TO WARRANTY

1. Where liners were damaged during shipment or use.
2. Where liners were used to contain solutions operated above recommended heat ranges or chemical concentrations.
3. Where liners are damaged by tampering, misuse, or accident.
4. Where liners are altered, added to, or connected to foreign material by personnel not authorized by Witt Lining Systems.
5. No person is authorized to assume for the Manufacturer any liability other than expressed herein in connection with the sale and/or installation of the Manufacturer's products.

### NOTICE REQUIREMENT

Within 30 days of discovery by purchaser of defect written notice must be mailed to F.C. Witt Associates Ltd dba Witt Lining Systems, giving date of installation location and type of defect found.

### LIMITATIONS ON LIABILITY

In no event shall Manufacturer be liable for any incidental or consequential damages arising from the breach of the express limited Warranty or any implied warranties.



### Integrity...It's what makes us the best.

- Forty plus years of commitment to industrial lining solutions
- Only fabricate industrial liners – no ponds, lagoons, pools, etc.
- Exclusive material formulations
- Honored by US Dept. of Commerce



witt lining systems

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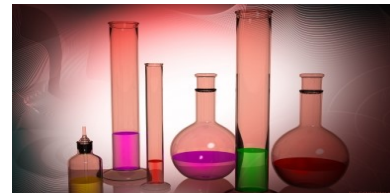
[www.wittliners.com](http://www.wittliners.com)

p: 800.323.3335 f: 918.342.3932 | PO Box 488 | Claremore, OK 74018

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# Witt Lining Systems' Materials



## **SPECTRA BLUE® PVC Liner**

Gauges: 60 mil, 3/32", 1/8", 3/16"

- Lower cost formulation
- Operating temperature range to 145°F
- UV resistant
- Primary or secondary containment
- Rinse tanks
- Floor areas
- Ambient or low temperature storage tanks
- Mild process solutions
- Low-temperature plating baths

## **EXCELINE® PVC Liner**

Gauges: 40 mil, 60 mil, 3/32", 1/8", 3/16"

- Acid/alkaline resistant
- Operating temperature range to 180°F
- Contains low pH solutions such as: H<sub>2</sub>SO<sub>4</sub>, HCl, HNO<sub>3</sub>, H<sub>3</sub>PO<sub>4</sub>, and HBF<sub>4</sub> to 80% concentration and HF to 50% concentration
- Storage and active tanks, waste treatment, floor liners and curtains
- Plating tanks
- Resistant to most chemicals

## **KOROSEAL® PVC Liner**

Gauges: 60 mil, 3/32", 1/8", 3/16"

- Operating temperature range to 200°F
- High resistance to strong corrosives such as acids, alkalis and salts
- Tanks remain on line while being relined
- 3/16" gauge with LFP 'skirt' for chrome platers
- No adhesive necessary

Koroseal is a registered trademark of RJF International. Used with permission.

## **LFP CrossFilm™**

Thickness (mils): 20 to 30 nominal

- Patented 100% cross-laminated fluorochemical of DuPont PTFE Teflon®
- LFP skirts for plating tanks provide up to 5x longer life than non-skirted liners. Available in 12", 18", 24" widths
- Expansion joints

## **ADDITIONAL WITT MATERIALS**

HP Koroseal®, Exceline® PW for potable water, oil-resistant, FDA, HDPE and other materials also available.

## **Accessories**

### **Compression Strips**

Rigid plastic strips for concrete applications. Available in standard and pre-drilled.

### **Hydrolytic Bottoms**

Rigid plastic bottoms to protect liners from being punctured by equipment or process work.

### **Wittclip™**

Witt invented design eliminates the need for rope fastening liners inside tanks.

### **Overflow Skimmers**

Rigid pipe and bulkhead fittings.

### **Manway**

Access port usually installed at factory.

### **Sump**

Factory or field installed.

### **Welded in Fittings**

Installed at factory or in field, 60 mil, 3/32" and 1/8"

### **Bulkhead Fittings**

PVC, CPVC, Teflon®  
PVC in sizes 1/2" to 6"  
Teflon® sizes: 3/4" to 2"

### **Posi-flange – CPVC**

Stainless steel nuts and bolts installed with valve or pump when mounted on immediate piping. No metal exposed to solution.



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