



Walbridge, OH USA
Columbus, IN USA

General Claims Policy

Tubing Products

The General Claims Policy does not supercede "AK Tube LLC Terms and Conditions"

INTRODUCTION

AK Tube is dedicated to supplying customers with tubing products in accordance with agreed to standards and specifications. AK Tube's early involvement in the development of customer requirements and communication of those requirements within the AK Tube organization is paramount to achieving customer satisfaction.

This general claims policy covers all tubing products produced at AK Tube LLC's Walbridge, OH and Columbus, IN facilities. It does not intend to cover all circumstances that may arise.

AK Tube LLC reserves the right to handle each claim individually, based on the circumstances surrounding the claim in question, "AK Tube LLC Standard Terms and Conditions" apply as found on the company web site www.AKTube.com.

Requirements for dimensions (OD, Wall Thickness, Flash Cut Condition, etc.), surface condition, chemical and physical properties will be according to customer specifications, purchase order or drawing(s) accepted prior to production by AK Tube in writing, and/or consistent with applicable ASTM specifications.

This general claims policy may be modified or superseded without notification. Only the most current version should be referenced when submitting a claim. The current version is available directly from the AK Tube Quality Assurance Group, Inside Sales Group or the company web site at www.AKTube.com

AK TUBE LLC RESPONSIBILITIES

If material furnished by AK Tube does not meet an order's requirement, a claim should be submitted to the appropriate AK Tube representative. All claims will be evaluated on the basis of technical merit in line with published policies, industry standards, applicable specifications, contracts, purchase orders, and final order acknowledgements.

After claim is reviewed and determination is made by AK Tube, a claim number will be issued or a denial of claim letter will be sent, if required.

CUSTOMER RESPONSIBILITIES

The customer must notify an AK Tube representative of the issue as soon as reasonably possible.

In order to efficiently evaluate and process a claim, AK Tube retains the right to fully investigate the claim. This may include visits to the Customers facility and processes that affect the claim.

Unless waived by AK Tube, a representative sample of the condition, digital photos with a size reference next to the condition, or a video are required for each claim.

All claims must be entered with the minimum of appropriate information (See web site Claim Form: 7.2.2-SA-08-F)

General Claims Policy: 7.2.2-SA-02-P

Unauthorized or unidentified deductions before a claim is settled constitutes nonpayment with subsequent consequences, including but not limited to, credit hold, shipping hold, and loss of discount privileges.

TUBING QUALITY - GENERAL

AK Tube reserves the right to replace, rework, sort, or issue credit for all nonconforming material at AK Tube's option.

Authorized disposition will be given after receipt of samples and subsequent investigation.

AK Tube's responsibility pursuant to this claim policy is limited to such as is determined in the preceding sentence and does not include labor charges or any other direct or indirect charges.

AK Tube reserves the right to limit responsibility pursuant to this claim policy for nonconformance by segregation, (e.g. raw material heat number, mill order number, date, time and shift of manufacture).

CONSEQUENTIAL COSTS

For claims with merit, AK Tube will assume responsibility for the value of the material involved, address other costs as outlined below, and will not be liable for further consequential damages or other costs.

AK Tube will not honor any unauthorized claims / costs.

TRANSPORTATION ISSUES / RETURN INSTRUCTIONS

For all shipments, consignee is responsible for inspection and documentation of material condition during receipt and unloading.

Any nonconformity must be noted on all paperwork received with the shipment.

Consignee is responsible for storage and protecting material from further deterioration while claim is being resolved.

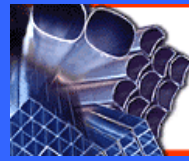
If it becomes necessary to return material to AK Tube, please follow the applicable Return Material Instructions available on the

WELD INTEGRITY

AK Tube's responsibility pursuant to this claim policy for weld failure is limited to material that fails in the weld seam area when tested as specified in the latest edition of the ASTM specification.

Claims for weld seam failures during customer processing are subject to review for appropriate fabrication practices, tooling and end cut condition.

Revision Date: 12/3/09



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RUST AND STAIN POLICY

AK Tube will evaluate all rust and stain claims to determine cause.

AK Tube will not accept any claim for transit rust or stain related to improper storage or handling in a customer's facility. AK Tube's responsibility pursuant to this claim policy for rusty materials is limited to a 60-day period from the production date. Responsibility pursuant to this claim policy is limited to rust which has attacked the surface of the material, leaving pits or other surface condition nonconformance.

Claims are subject to review for proper transporting and storage. AK Tube products must be stored in dry areas and protected from high humidity and surface contamination from water, lubricants, and other liquids.

Claims for rust on tubing where the customer has requested to limit or disallow the use of rust preventatives will not be honored.

Claims for rust on tubing that has already been fabricated by the customer or shipped to another location will be subject to investigation by AK Tube. AK Tube will not be responsible for rust on tubing that has been subjected to processing or handling operations, which disturb the rust preventive properties.

OTHER SURFACE CONDITIONS

AK Tube's responsibility pursuant to this claim policy is limited to surface conditions that do not meet the requirements of the applicable ASTM standard. Additional requirements must be specified on the customer purchase order, with specific limits established and agreed to by AK Tube.

Claims for surface condition defects are subject to review for damage during transportation or storage.

Claims for surface condition defects on tubing that has already been fabricated by the customer or shipped to another location will be subject to investigation by AK Tube.

SCRAP CREDIT

AK Tube requires scrap value to be deducted from the amount of any credit issued.

No material is to be scrapped without prior approval from AK Tube.

RAW MATERIAL NONCONFORMANCE

AK Tube will replace tubing or credit the cost for tubing, on product which fails to meet customer fabrication requirements due to raw material failure, provided that the material chemical or physical properties fall outside the requirements indicated on the customer purchase order.

AK Tube is not responsible for failure of raw materials related to improper Customer fabrication and processing, which leads to wrinkling, etc.

WARRANTY

(See "AK Tube LLC Standard Terms & Conditions") found on the company web site www.AKTube.com