



AK Tube LLC

Walbridge, OH USA
Columbus, IN USA
Queretaro, Mexico

General Claims Policy

Tubing Products

The General Claims Policy does not supersede the AK Tube LLC Conditions of Sale.

INTRODUCTION

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

This general claims policy covers all tubing products produced at AK Tube LLC's Walbridge, OH, Columbus, IN, and Queretaro, MX 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 Conditions of Sale" apply as found on the company web site www.AKTube.com/quality.

Requirements for dimensions (OD, Wall Thickness, Flash Cut Condition, etc.), surface condition, chemical and mechanical properties will be according to customer specifications, purchase order or drawing(s) accepted prior to production by AK Tube LLC 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This general claims policy may be modified or superseded without notification.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 LLC 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 LLC does not meet an order's requirement, a claim should be submitted to the appropriate AK Tube LLC representative. If you are unsure of how to contact your representative, please call the corporate office at 1-800-955-8031 ext. 606 (International calls - please dial 419-661-4150 ext. 606). 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 LLC, a claim number will be issued or a denial of claim letter will be sent, if required.

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

In order to efficiently evaluate and process a claim, AK Tube LLC 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 LLC, 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)

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

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

AK Tube LLC'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 LLC 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 DAMAGES

AK Tube LLC will not be liable for commercial loss, claims for labor, or consequential or incidental damages of any type.

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 LLC, please follow the applicable Return Material Instructions available on the company web site.

WELD INTEGRITY

AK Tube LLC'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.



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RUST AND STAIN POLICY

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

AK Tube LLC will not accept any claim for transit rust or stain related to improper storage or handling in a customer's facility. AK Tube LLC's responsibility pursuant to this claim policy for rusty materials is limited to a 60-day period from the production date not including hot rolled product due to the inherent nature of the material. 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 LLC 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 LLC. AK Tube LLC 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 LLC'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 LLC.

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 LLC.

SCRAP CREDIT

AK Tube LLC 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 LLC.

RAW MATERIAL NONCONFORMANCE

AK Tube LLC 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 mechanical properties fall outside the ASTM or equivalent commercial standard for the respective steel grade.

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

AK Tube LLC will not be responsible for any nonconformance related to raw material (conversion) supplied by a customer.

WARRANTY

As set forth in the AK Tube LLC Conditions of Sale found on the company web site www.AKTube.com/quality.