

# Pipe Tech Incorporated

## Terms and Conditions of Sale

These terms and conditions with Pipe Tech's written quotation with any revision, acknowledgments and all documentation and drawings by reference therein, binds Seller, Pipe Tech Inc., and the Buyer, and constitutes the entire agreement between the Buyer and the Seller for the provision of goods and/or services with the exception that excludes Pipe Tech (stamped) proprietary information, documents, drawings, and calculations, for the Buyers limited, non transferable use pertaining to the purchase order, shall thereafter remain the property of Pipe Tech Inc. as stated in paragraph 11.

1. Prices: Unless otherwise specified by Seller, Sellers price for the goods and/or services shall remain in effect for thirty (30) days from the date of the Seller's written quotation and no longer than 5 days from the date of the seller's verbal quotation.
2. Delivery, Order Acceptance, and Documentation: All shipping dates are approximate and based upon sellers prompt receipt of necessary information from the buyer including but not limited to engineers approvals in writing. Failure to provide necessary information and/or engineers approvals in a timely manner as defined in sellers acceptance of the purchase order shall be subject to price increase in event that increase in cost of materials, components or other cost from source suppliers of the Seller have occurred. Seller shall be obligated to provide approval drawings including documentation in a timely manner as defined in the purchase agreement. Seller takes exception to and shall not be subject to penalties, fines, liquidated damages, legal or interest expenses or any other related delivery expenses for any reason. Legal title to the goods and risk of loss thereto shall transfer to the Buyer at the FOB point upon delivery to the freight carrier at the shipping point.
3. Force Majeure: Seller shall not be liable for delays in performance or for non performance due to acts of God, war, riots, labor strikes, material or component shortages, fire, explosion, accident compliance with the government or state request, laws regulations, orders, actions or other unforeseen circumstances or causes beyond the Seller's control.
4. Termination or Suspension by the Buyer: Prior to the shipment the buyer may cancel an order, that has not been designated not subject to cancellation or return, within ten days from the date of the purchase order, thereafter the seller may accept cancellation upon receiving the buyers written commitment to pay for all losses, expenses, damages, materials cost, administrative/legal fees and all other cost arising from such termination or suspension. Returns of only new and unused goods in are subject to acceptance by the manufacturer and will include a restocking charge with no returns being accepted after 30 days from date of

shipment.

5. Limited Warranty: Products purchased by the Seller from a third party for resale to the Buyer (All Resale Products) shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale product. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall at its option, correct any errors or defects, that are found by the seller that relate to only service, installation, modification or additions of the goods by the Seller. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power source, unsuitable environmental conditions, accident, misuse, improper installation, modification, repair, storage, and handling or any other cause not the fault of the manufacturer or the Seller are not covered by limited warranty, and shall be at the Buyer's expense. Seller shall not be obligated to pay any cost or charges incurred by the Buyer or any other party except as may be agreed upon in writing in advance by the Seller. All cost of dismantling, reinstallation, freight, time and expense of the Seller's personnel and manufacturer's representatives for site travel and diagnosis under this warranty clause shall be borne by the Buyer unless accepted in writing by the Seller or third party manufacturer of Resale products. Goods repaired or replaced by the seller or the manufacturer of all Resale products provided by the Seller during the the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. The Warranties and Remedies set forth above are exclusive. There are no representations or warranties of any kind expressed or implied, as to the merchantability, fitness for particular purpose or any other matter with respect to goods and services provided by the Seller.
6. Limitation of Remedy and Liability: Seller shall not be liable for damages caused by delay in performance. The remedies of the buyer set forth in this agreement are exclusive. In no event, regardless of the form of claim or cause of action whether based in contract, infringement, negligence, strict liability, other tort, or otherwise, shall be the sellers liability to buyer and/or its customers exceed the price to the buyer of the specific goods manufactured or services provided by the seller giving rise to the claim or cause of action. Buyer agrees that in no event shall sellers liability to buyer and/or its customer extend to include incidental, consequential or punitive damages.
7. Patents: Subject to limitations contained in paragraph 6. Seller shall defend any suits brought against Buyer for only the services and goods provided by the Seller exclusive of goods and services of third party manufacturers of resale products. Products purchased by the Seller from third party for resale to the Buyer (All Resale Products) shall carry the patent protection extended by the original manufacturer.

8. Installation: Buyer shall be responsible for receiving, storing, installing, startup, and maintaining all goods. On Buyer's request Seller shall provide a quotation for services to assist the Buyer in these functions.
9. Taxes: All applicable state, local, and federal taxes shall be the responsibility of the Buyer for the sale of goods and services provided by the Seller. The amount of taxes, under law, to be collected by the Seller shall appear on the invoice to the Buyer. Tax exemption certificates must be provided to the Seller with the Buyer's purchase order.
10. Terms of Payment: Subject to approval of the Seller's credit department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in United States currency. For sales involving large sums the Seller may require progress payments and/or protection by payment bond, letter of credit or other financial arrangement agreed to in writing between the Buyer and the Seller, with no verbal agreements being acceptable by either party. Freight charges to include special crating, shipping and handling shall be the responsibility of the Buyer and payable as indicated on the Seller's invoice. The Buyer has the option to assign the Freight Company for shipping at the FOB point and for third party billing or billing by the freight company to the Buyer's account. If any payment owed to the Seller hereunder is not paid when due, it shall bear interest at a rate of 1 ½% per month on the unpaid balance and to terminate or suspend further deliveries and/or other agreements with the Buyer until the amount due is paid in full, and in the event Buyer fails to make payment hereunder when due Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorney's fees.
11. Seller's Proprietary Information: Notwithstanding any other provision here into the contrary, seller or third party owner shall retain the rights of ownership and title in its respective firmware, software, inclusive of drawings, design, innovations, calculations, including all copyrights relating to such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a limited, royalty free license to use designated firmware and software, provide with and incorporated into the goods and/or services only in conjunction with the purchase agreement between the Buyer and Seller limited to the project/site of the Buyer's installation, and limited use by the Buyer's Contractors and Consulting Engineers for the designated project/site incorporating use of Proprietary Information (firmware, software, and other data) of the Seller's goods and services.
12. Buyer Supplied Information: To the extent that the Seller has relied upon specifications, information, operating conditions, including other data or information supplied by the Buyer to the Seller in the selection or design of the goods and/or services for preparation of the Seller's quotation, and in the event that the actual operating conditions or other conditions are different from those represented by the Buyer and relied upon by the Seller, any warranties or other provision contained herein which are affected by such conditions shall be null and void unless otherwise mutually agreed upon in writing. Buyer's information that

has been designated (stamped) confidential or proprietary will be held in confidence/control by the Seller with select limited information distribution to Sub Vendors and Resale Equipment Manufacturer's for the purpose of quotation and supply of the Seller's goods and services for the Buyer's designated project/site.

13. Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders, and requirements, including without limitation those of the United States of America and the European Union and jurisdictions in which the Seller and Buyer are established or from which items may be supplied, will apply to its receipt and use of goods and services. In no event shall Buyer use, transfer, release, import, export or re-export goods, technical information, data, or anything else in violation of such applicable laws, regulations, orders, or requirements.
14. General Provisions: a. Neither the Buyer or the Seller shall assign the rights or obligations under the Purchase Agreement without the prior mutual consent of both the Buyer and the Seller. b. Any modification of the Seller's terms and conditions must be agreed to in writing by an officer of Pipe Tech Inc. (Seller). c. The Purchase Agreement is formed and shall be construed, performed and enforced under the laws of the State of Louisiana. d. Any dispute between the Buyer and the Seller must be address (for probable negotiated settlement) in meeting(s) at a time and place of mutual convenience.