

1TERMS AND CONDITIONS OF SALE

AUGUST 1, 2017

1. ACCEPTANCE: All orders, modifications, or cancellations received by TUP shall be in writing (facsimile and/or e-mail acceptable), and shall not be deemed accepted by TUP unless such confirmation is in writing (facsimile and/or e-mail acceptable). TUP reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell. Unless otherwise specified, "Quotations" shall be for specified items at specified prices and shall be deemed to be an offer to sell the entire volume of pipe subject to the quotation. Partial acceptance by TUP's customers shall be deemed to be a counter offer. All Quotations shall be valid for a period of 48 hours from time of transmission.

2. PRICES: Prices, discounts and terms are subject to change without notice. All orders are accepted subject to prices and discounts in effect at time of shipment or pickup.

3. TERMS OF PAYMENT: Either [1] 2% - 10th Prox. Net 30 days, or [2] 2% - 45 days. Customer must elect either [1] or [2] at time of opening account with TUP. All transactions thereafter will be subject to the terms so elected. Any payments not made when due shall bear interest from the due date until paid at the maximum rate allowed by law .

4. ORDERS: No invoice will be issued in a net amount of less than \$250.00. All orders will be priced on size of pickup or shipment.

5. RETURNS: Any returned goods will be accepted after written approval of TUP only. Returns must be prepaid and a handling charge of 20% will be made as well as the original outgoing freight charge - if shipment prepaid. Returned material must be in marketable condition as determined by TUP to receive credit.

6. ERRORS AND CLAIMS: TUP will correct any errors on its part, but cannot assume responsibility for the errors of others. Claims for shipping errors must be made within ten (10) days from receipt of order. Claims for shortages or damages resulting from handling of the shipment must be made direct to the carrier. Be sure to have carrier note and sign such shortage or damage on freight bill for your use in filing claim against carrier.

7. SPECIAL OR NONSTANDARD ORDERS: Special or nonstandard orders will be subject to advance payment or deposits. Such orders are noncancelable or returnable once manufactured so long as the product is manufactured to the agree-upon specifications.

8. FREIGHT ALLOWANCE: All shipments are F.O.B. Factory: Freight is prepaid and allowed subject to acceptance by TUP on orders for single shipments to single destinations for truck load quantities.

When customer requests routing or carrier (truck or Rail) higher than the most economical way, only the lowest commercial carrier rate will be allowed. Shipments will be made only to standard Common Carrier destinations and delivery points unless specific pricing is arranged for shipment to job sites or other uncommon locations. Buyer will be notified of non acceptance of any order that entails higher freight cost or packaging costs.

9. CANCELED OR MODIFIED ORDERS: All orders are entered immediately for processing; changes will be subject to approval by the Sales Department. TUP reserves the right to consider any addition

to an existing order as a separate and new order, subject to the terms and conditions as outlined herein. Cancellation of any order after acceptance by TUP may result in a penalty charge, based upon the status of the order at the time of cancellation.

10. BACK ORDERS: Back orders will not be written if the amount is less than \$250.00. If a Customer requests items to be back ordered then such back orders will be priced as provided under "Orders".

11. TITLE AND RISK OF LOSS: Notwithstanding any portion of the freight charges that may be paid by TUP, title and risk of loss pass from TUP to Buyer when TUP places the pipe in the custody of the Common Carrier.

12. TAXES, ETC.: Any tax, tariff or other governmental charge upon the production, sale and/or shipment of the pipe sold hereunder now or hereinafter imposed by federal, state, municipal or other governmental authorities, shall be added to the price of the pipe and shall be paid by Buyer.

13. FORCE MAJEURE: TUP shall not be liable for any delay or failure by it to make any shipments if such delay or failure is caused by any event beyond its reasonable control, including without limitation, act of God, war, riot, fire, explosion, mechanical breakdown, terrorism, strikes or labor trouble, plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, or compliance with any law, regulation or other requirement of any governmental authority.

14. IMPAIRMENT OF CREDIT: If, in TUP's judgment, Buyer's credit shall become impaired at any time, TUP shall forthwith have the right to decline to make any shipments except for cash until such time as said credit has been reestablished to TUP's satisfaction.

15. WARRANTY: Texas United Pipe, Inc. (TUP) plastic pipe is warranted to be manufactured in accordance with the applicable specifications and materials, and to be free from defects in material and workmanship using our specifications as a standard for a period of 2 years from the date of shipment to our customer. This warranty, and claims under this warranty, shall be deemed waived unless received in writing by TUP within thirty (30) days from the date the defect was discovered, or should have been discovered. No other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose is given.

16. ARBITRATION: Any controversy arising out of or relating to any of TUP accounts, to transactions with you, your officers, directors, agents and/or employees for TUP, or to this agreement, or the breach thereof, or relating to transactions or accounts maintained by TUP with any of your predecessor firms by merger, acquisition or other business combination from the inception of such accounts, shall be settled by arbitration boards as TUP may elect. If TUP does not make such an election by certified mail, return receipt requested addressed to you at your main office within 10 business days after demand by you is received, then you will have the right to elect the arbitration tribunal of your choice. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

17. LIMITATION ON ACTIONS: Any claim made by Buyer on account of damage, discrepancies in quantity, or patent and obvious defects in the pipe, shall be waived by Buyer unless made in writing within twenty (20) days after arrival of the pipe at its destination. Any action for breach of this agreement, other than for nonpayment, must be commenced within one year after the date of the particular shipment upon which such claim is based. TUP's liability for damages shall not exceed the purchase

price of the particular shipment with respect to which damages are claimed and shall not include any liability for special, incidental, indirect, punitive or consequential damages.

18. GOVERNING LAW: Any dispute between TUP and Buyer shall be determined in accordance with the laws of the State of Texas. Venue with respect to any such dispute shall lie in Harris County, Texas.

19. INCONSISTENT TERMS: These general terms and conditions, together with any sales confirmation pertaining to a particular shipment, shall constitute the entire agreement of TUP and Buyer with respect to the purchase of the pipe, and shall supersede all prior or contemporaneous understandings, oral or written, between the parties with respect to the same, No provisions of these general terms and conditions shall be effected by any purchase order, acknowledgment, shipping document or other document received from Buyer containing terms and conditions inconsistent with or in addition to those set forth herein, unless TUP specifically agrees in writing to the inconsistent or additional terms.

20. LEGAL FEES: TUP shall be entitled to reimbursement of reasonable attorney's or collection fees if it becomes necessary to engage the services of an attorney or other organization to protect its rights under this agreement.