

TERMS AND CONDITIONS OF SALE
September 17, 1993

1. Acceptance: All orders, modifications, or cancellations received by TUP shall be in writing (facsimile acceptable), and shall not be deemed accepted by TUP unless such confirmation is in writing (facsimile 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 unless otherwise specified in writing.
2. PRICES: Prices, discounts and terms are subject change without notice. All orders are accepted subject to prices and discounts in effect at time of shipment or pick up.
3. TERMS OF PAYMENT: Either (1) 2%-10 Prox.Net 30 days, or (2)2%-45 days Net 46 days. Customer must elect either (1) or (2) at time of opening of 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 a per annum rate equal to 18%.
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 out going 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 NON-STANDARD ORDERS: Special or non-standard orders will be subject to advance payment or deposits. Such orders are non-cancelable or returnable once manufactured so long as the product is manufactured to the agreed upon specifications.
8. FREIGHT ALLOWANCE: All shipments are F.O.B. Factory.
 1. Freight prepaid and allowed subject to acceptance by TUP on orders for single shipments to single destinations for truck load quantities.
 2. When customer requests routing or carrier (truck or Rail) higher than the most economical way, only the lowest commercial carrier rate will be allowed.
 3. 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 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 prices 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 herein after 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, Buyers credit shall become impaired at anytime, 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. This warranty, and claims under this warranty, shall be deemed waived unless received in writing by TUP with in 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 MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN.

16. ARBITRATION: To the maximum extent not prohibited by law, any controversy, dispute or claim arising out of, in connection with or relating to the transaction provided for herein, including but not limited to any claim based on or arising from an alleged tort or an alleged breach of any agreement shall, at the request of TUP or the customer (either before or after the commencement of judicial proceedings), be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transaction involved herein, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). If Title 9 of the United States Code is inapplicable to any such claim, dispute or controversy for any reason, such arbitration shall be conducted pursuant to the Texas General Arbitration Act and in accordance with the Commercial Arbitration Rules of the AAA. In any such arbitration proceeding:(i)all statutes of limitations which would otherwise be applicable shall apply; and (ii) the proceeding shall be conducted in Houston, Texas by a single arbitrator. The arbitrators shall be selected by process of appointment from a panel pursuant to Section 13 of the AAA Commercial Arbitration Rules and shall be either an active attorney or retired judge with an AAA acknowledged expertise in the subject matter of the controversy, dispute or claim. Any

award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.

17. LIMITATION ON ACTIONS: Any claim made by Buyer on account of damage, discrepancies in quantity, or patent and obvious defects in the pipe, must be 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 special, incidental, indirect, punitive or consequential damages, which are hereby expressly waived.

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 collect any sums owed TUP hereunder.