

Georg Fischer Central Plastics LLC

GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions of Sale are applicable to the sale of all goods supplied by Georg Fischer Central Plastics, LLC (hereinafter "Seller") to any purchaser thereof (hereinafter "Buyer"). Acceptance by Buyer of Seller's offer of Products for sale is hereby expressly conditioned upon Buyer's acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Buyer's purchase order and/or other documentation which is either conflicting or supplemental, unless promptly after this offer, Buyer specifically advises Seller of each term and condition not so accepted and an officer of Seller accepts Buyer's conflicting and/or supplemental term(s) in writing. No other or additional terms or conditions of sale shall be binding upon Seller.

- 1. Acceptance of Orders.** Buyer's order shall not be binding upon Seller unless and until such order is accepted in writing by Seller. Only orders in traceable form (email, written, or electronically received) shall be accepted as binding. All orders require a purchase order number or a reference number, where possible. Seller accepts orders from established customers only. All orders must exceed \$100 in value to be accepted. Availability of the products listed in Seller's catalog is subject to change at any time.
- 2. Prices/ Special Quotes.** All prices provided to Buyer by Seller are in US currency and cover only the goods expressly specified and, unless otherwise expressly stated, do not include any freight, taxes (including, without limitation, sales or use taxes) duties, tariffs, or other additional costs, all of which shall be borne by Buyer.

Quotes are valid for thirty (30) days unless otherwise stated. All quotes are based on the quantities as shown unless otherwise noted.

Notwithstanding the foregoing, all prices are subject to change without notice to comply with Seller's prices in effect at the time of shipment.

Although reasonable diligence will be used in publishing any quote, pricing mistakes due to data input, typographical, or clerical error are subject to change without notice. All prices are based on normal manufacturing lead times at normal costs.

ALL PRICING IS CONFIDENTIAL AND CANNOT BE RELEASED TO THIRD PARTIES WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER.

- 3. Freight Charges.** For shipments within the continental US, freight charges will be prepaid by Seller for all orders that equal or exceed \$3,000 net, and are comprised of items in standard package volumes (full box or full pallet quantities).

This policy will not apply to same-day orders, next-day orders, orders requiring special packaging or handling, special carrier requests, non-standard product designs, or other special circumstances.

Additionally, unless otherwise stated, freight for the following products will not be paid by Seller:

- a. Fusion Machines (14M, 28CQ, 28EP, 28HP), or large fusion machine components.
- b. HDPE Pipe
- c. Large Diameter EF Couplings (14" IPS and larger)
- d. Large Diameter MJ's, Flange Adapters and Flange Rings (14" IPS and larger)
- e. HDPE Fabricated and/or Mitered Fittings
- f. Certain Custom Products

All freight costs provided in a quote are estimates only and shall not be binding on Seller; actual freight charges may vary at the time of product shipment. Unless otherwise specified, shipments are surface, prepaid and added to invoice.

- 4. Payment.** Payments shall be made to Seller within thirty (30) days after the date of Seller's invoice, unless a different payment period is specifically negotiated and agreed to in writing by both the Seller and Buyer.

Seller shall invoice Buyer as of the date goods are shipped to Buyer. If more than one shipment of goods is made, Seller may invoice Buyer separately for each such service. If payment is not received by Seller within the period it is due, Buyer shall be liable for interest on the unpaid amount from the date by which the payment was due, without further notice, at the rate of 1.5 % per month; provided, however, that if such rate is in excess of the maximum rate permissible under applicable law, interest shall be charged at the maximum permissible rate.

Buyer shall not offset against any payment any amount not acknowledged in writing by Seller to be then due to Buyer.

If, due to Buyer's financial condition or any other reason, Seller shall, in its sole discretion, deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, Seller may by notice to Buyer require full or partial payment in advance of delivery.

Any modification to these payment terms must be in writing. If Buyer does not comply with agreed upon terms of payment, Seller has the right to suspend warranty service until such time as the Buyer's account is current and the warranty period shall not be extended to reflect this suspension. Buyer shall be responsible for all reasonable costs and expenses, including attorney's fees, incurred by Seller in collecting any past due amounts.

- 5. Taxes.** Seller charges Customer for all sales, excise and other taxes and governmental charges seller is required to collect from Customer. Customers claiming exemption must furnish

documentation required by law, which is satisfactory to Seller to permit Seller to refrain from collecting such charges.

6. **Order Cancellation and Order Changes.** Orders for standard stocking items that have not been produced (in whole or in part) for the order may be canceled or delayed without penalty to the Buyer. Orders for items produced for the order, non-stocking items, or custom items may be modified, canceled, or delayed only upon Seller's consent upon terms and conditions approved by Seller in writing.
7. **Delivery.** Unless otherwise expressly stated to the contrary, any delivery date set forth in any purchase order, quote, or acknowledgement to which these terms and conditions are applicable shall be construed as an estimated delivery date, and time shall not be of the essence with respect to the delivery date.

Unless otherwise specified, Seller shall have satisfied its obligations to deliver goods at the earlier of the date when (1) the goods are ready for shipment to Buyer and Buyer is so notified or (2) Seller has placed the goods in possession of the carrier or shipper selected for transportation of the goods to Buyer. Seller's obligation to deliver goods or services shall be subject to the due performance of all of Buyer's contractual obligations, the receipt of any applicable permits, licenses, or third party approvals, and the completion of all technical data and design work required to conform the goods to Buyer's and Seller's specifications.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

8. **Delays.** Seller will not be liable for any delay or failure in the performance of its obligations, including the delivery or shipment of any goods, or for any damages suffered by Buyer by reason of such delay or failure, when such a delay or failure is caused by or arises from any cause beyond Seller's control, including, without limitation, delays caused by fire, flood, strikes or other labor disputes, shortages in labor, material or transportation, or hostilities, riots, governmental orders or regulations, default on the part of Sellers' suppliers, or any cause which renders Sellers' performance commercially impractical under Okla. Stat. Ann. tit. 12A, § 2-615.
9. **Transportation and Warehousing, and Transfer of Ownership.** All goods are F.O.B Seller's plant or authorized warehouse, at Seller's discretion, and title of merchandise transfers when product is loaded onto the carrier. Unless otherwise specifically stated in writing, Seller will select the means of transportation and arrange for shipment of the goods to Buyer. Shipments of fabricated fittings, tanks, and/or fixtures may require oversized carriers or special arrangements.

The risk of loss or damage to any goods, including nonconforming goods, shall pass to the Buyer from and after such time as the goods are delivered to the carrier for shipment to Buyer.

Upon receipt of the goods, Buyer shall carefully inspect them and immediately lodge any complaints of damage with the freight carrier, with notice to Seller. Buyer shall permit Seller to inspect any damaged goods. Damage caused by the carrier while in transit is not covered by warranty.

If shipment is delayed by Buyer for any reason, Buyer shall be charged the warehousing and insurance costs incurred beginning with the date the goods are ready for shipment and all risk of loss or damage to such goods shall pass as of such date to Buyer, which shall be liable for interest calculated as described in § 4.

- 10. Non-Conforming Shipments.** Buyer must notify Seller in writing received within seven (7) days after receipt of shipments not conforming to Buyer's order, stating specifically Buyer's claim of non-conformity, or Buyer is deemed to have accepted the shipment.

If requested by Seller, Buyer must ship, at its expense and risk of loss, the goods claimed to be non-confirming to the facility designated by the Seller. Upon return of the non-conforming goods, if Seller is satisfied the shipment is non-conforming, Seller will (i) credit Buyer for the price of nonconforming goods (including allocated outbound and return freight, if applicable) (ii) ship to Buyer, at Buyer's expense and risk of loss, replacement product, and (iii) invoice the Buyer, when correct replacement product is shipped. Buyer is required to make timely payment to Seller of any amount which is undisputed or not subject to such claim.

- 11. Limited Warranty.** All fittings and tools manufactured by the Seller are warranted to be free from defects and workmanship for a period for one (1) year.

All Electrofusion processors manufactured by the Seller are warranted to be free from defects in workmanship and materials for a period of ninety (90) days.

All butt fusion equipment manufactured by the Seller are warranted to be free from defects in workmanship, materials, and design for a period of three (3) years.

Usual "wear and tear" items are exempt from the above three warranty provisions.

For products manufactured or designed by a third party and supplied by the Seller under this agreement, Seller's warranty is limited to the warranty provided by the third party.

It shall be a condition of Seller's obligations under the above-stated warranties that Seller shall receive notice in writing by Buyer of any purported defect within thirty (30) days after the date of its discovery or the date it should have been discovered, whichever period is shorter. Upon proper notification, Seller reserves the right to request the return, at Seller's expense and risk of loss, of all or any component of the goods for inspection, repair, or replacement, or to repair or replace defects at the Buyer's location.

This warranty is void if during the warranty period any service is performed by an unauthorized person, or if Buyer fails to properly maintain the goods in accordance with any instructions, pamphlets, or directions given or issued by Seller from time to time.

Seller shall have no obligation for any goods or parts which become damaged due to improper maintenance, installation, carelessness, technical alterations, improper operation, accident, or any cause other than defective materials or workmanship, or where applicable, design, furnished by Seller.

In the event of any breach of Seller's above-stated warranties, Seller's sole obligation and Buyer's exclusive remedy shall be the repair or replacement, at Seller's election, of any goods or parts which Seller determines on its inspection to be defective. After replacement of any defective goods or parts, the defective goods or parts shall become the property of Seller and shall be returned to Seller upon request.

Under no circumstances shall Buyer be entitled to any incidental or consequential damages or lost profits or to rescission of any purchase obligation or to any reduction in price.

12. LIMITATIONS OF DAMAGES, WARRANTIES, AND LIABILITY. (a) IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE EXCLUSIVE REMEDY OF THE BUYER SHALL BE THE REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS IN THE MANNER AND FOR THE PERIOD OF TIME AS PROVIDED IN THIS SECTION ABOVE. NO WARRANTY IS INCLUDED AGAINST ANY EXPENSE FOR REMOVAL, REINSTALLATION, OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING FROM ANY DEFECT. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS (BUT NOT LIMITED TO) DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, OR LOSS OF PROFITS OR REVENUE.

THE WARRANTIES SET OUT ABOVE ARE THE ONLY WARRANTIES MADE BY THE SELLER AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR USAGE OF TRADE BETWEEN THE PARTIES ARE EXPRESSLY EXCLUDED.

This warranty gives the Buyer specific legal rights, and the Buyer may also have other rights that may vary from state to state. (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE TERMS AND CONDITIONS OF SALE (OR ANY OTHER TERMS) OR THE BREACH THEREOF, INCLUDING, WITHOUT LIMITATION, NONCONFORMING SHIPMENTS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGE HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- 13. Security Interest.** Buyer hereby grants Seller a purchase money security interest in the goods and all proceeds to secure the purchase price of those goods and all interest, attorneys' fees and other costs of collection with respect to those goods. Buyer authorizes Seller to file financing statements and amendments to perfect and maintain Seller's security interest in the goods. Until payment in full is made, Buyer shall have all goods identified to this agreement fully insured for any damage due to fire, lightning, explosion, or other usual risks and Buyer shall name Seller in the insurance policy as an additional insured.
- 14. Patents.** Seller shall indemnify and hold harmless Buyer from any liability arising out of any infringement of any patent or patent rights resulting from the design, nature, or structure of any product designed and manufactured by Seller under this agreement. Should any product become, or in Seller's opinion be likely to become, the subject of a claim of infringement, Seller at its option and expense may either procure for Buyer the right to use the product or replace or modify the same so that the product becomes non-infringing. Buyer shall indemnify and hold Seller harmless from any liability or cost arising out of any claim for the infringement of any patent or other rights which are or may be asserted against Seller because of the design, nature, structure or use of any products, which are manufactured or fabricated, in whole or in part, according to designs or specifications furnished by Buyer or which is modified at the request of Buyer.
- 15. Technical Documentation.** Unless specified otherwise, technical documents such as drawings, descriptions, illustrations and the like, constitute only an approximate guide; Seller reserves the right to make any changes considered necessary. Seller expressly reserves all property rights and the copyright therein.
- 16. Returns.** Standard stocking items purchased can be returned within sixty (60) days after Buyer's receipt subject to a stocking fee of 35% of the net price (or \$125.00, whichever is greater). Only goods that have not been used, altered, or damaged that are in their original boxes (if applicable), stored indoors, and suitable for immediate restocking may be returned. All returned goods must be properly tagged with the Seller's RMA (Return Material Authorization) number and shipped by Buyer, at Buyer's expense and risk of loss, securely packed to reach Seller without damage. Buyer must prepay all transportation charges unless otherwise directed by Seller. Transportation charges are not included in Buyer's refund. GOODS WILL NOT BE ACCEPTED BY SELLER FOR RETURN WITHOUT AN RMA NUMBER PROPERLY MARKED ON THE OUTSIDE OF THE BOX. CUSTOM (NON-STOCK) ITEMS ARE NOT RETURNABLE FOR CREDIT, EXCHANGE, OR REFUND. All material returns must be received within thirty (30) days of the RMA issuance. No credit will be issued until the returned material has been inspected, accepted, and processed.
- 17. Safety.** Buyer will follow all instructions and directions, and will use all safety devices that Seller provides for the use or operations of the goods supplied.

- 18. Manufacturing Variations.** Goods and materials shall be subject to Sellers' and its suppliers' standard manufacturing variations. Seller and its suppliers reserve the right to change material specifications at any time and assume no obligation to supply any product or products previously sold.
- 19. Tooling.** Unless otherwise specifically provided in writing, any tooling produced for or used in connection with any order shall remain the property of Seller.
- 20. Assignment.** Buyer may not assign its rights under or interest in any purchase order without the prior written consent of Seller. These terms and conditions of sale shall be binding upon and inure to the benefit of Buyer and Seller, their successors and permitted assigns.
- 21. Exclusive Forum and Applicable Law.** The parties agree, in the event that mandatory arbitration (§ 21) is waived or cannot be demanded, that the exclusive forum for any claim or dispute with Seller arising out of or in any way related to Seller's sale of the goods to Buyer, including but not limited to enforcement of any arbitration award, shall be the applicable state or federal courts located in Oklahoma City, Oklahoma, and Buyer irrevocably consents the exclusive jurisdiction of such courts for any such claim or dispute. Buyer also agrees that Oklahoma law, without regard to principles of conflict or choice of laws, shall govern any claim or dispute with Seller arising out of or in any way related to Seller's sale of goods hereunder to Buyer.
- 22. Mandatory Arbitration.** Any and all claims, disputes, or other matters in question between Seller and Buyer arising out of or relating to Seller's sale of the goods to Buyer shall be submitted to the American Arbitration Association ("AAA") and subject to and decided in accordance with the rules of the AAA currently in effect. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law.
- 23. Waiver of Breach.** No waiver by either party of any breach of these conditions shall constitute a waiver of any other breach.
- 24. Limitation of Actions.** Any action against Seller for breach of contract based on any warranty or other term herein, or any other action against Seller arising out of or in connection with the sale of goods hereunder, including, but not limited to, any actions predicated on negligence, gross negligence, willful and wanton conduct, or intentional conduct, must be commenced within one (1) year after the cause of action accrues.
- 25. Invalidity.** If any provision hereof is held to be invalid or otherwise unenforceable for any reason, all other terms and remaining conditions will continue to be in force.

Entire Agreement.

These terms and conditions constitute the entire and complete agreement between Seller and Buyer concerning the sale and purchase of Products or Services. Neither party shall claim any

modification, amendment or release from any of these terms and conditions unless the parties have entered into a mutual agreement to that effect, signed by Buyer and Seller.