

INDUSTRIAL PIPING SPECIALISTS, INC. AND SUBSIDIARIES'
GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SALES OF GOODS FROM
INDUSTRIAL PIPING SPECIALISTS, INC. ("IPS") OR AN IPS AFFILIATE OR IPS SUBSIDIARY

The following terms and conditions shall apply to and govern all sale transactions ("Sale") to Buyer, unless IPS and Buyer have previously entered into a written agreement governing terms and conditions of Sales ("Master Agreement"), which is effective at the time of Sale:

- (1) Definitions. "IPS" shall mean Industrial Piping Specialists, Inc. and affiliates and subsidiaries of Industrial Piping Specialists, Inc., including but not limited to Industrial Piping Specialists, I, Ltd. "Buyer" shall mean a person or entity that purchases goods or services from IPS.
- (2) Entire Agreement, Modification, and Objection to Additional or Different Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties. None of the Terms and Conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by authorized representatives of the parties to this transaction. IPS rejects the inclusion of any terms and conditions proposed by Buyer in connection with any Sale included in any purchase order or other related document of Buyer related to the Sale (collectively "Purchase Order") that are in addition to or which attempt to vary, modify, or delete these Terms and Conditions or impose additional obligations on IPS.
- (3) Governing Law. Except as provided for below, this Sale transaction shall be governed by, interpreted and enforced in accordance with the laws of the State of Oklahoma. Any action in regard to this transaction or arising out of its terms and conditions shall be instituted and litigated in the Courts sitting in Tulsa County in the State of Oklahoma, and expressly shall not be subject to mandatory mediation or arbitration. Any dispute between IPS and Buyer arising from or under the Purchase Order shall be resolved first through discussions between management of the parties, and if the dispute cannot be resolved within forty-five (45) days from the date the matter was first brought by the dispute party to the attention of the other party, then either party may elect to resolve the matter through litigation, consistent with this paragraph.
- (4) Force Majeure. IPS shall not be liable to Buyer for any loss or damage suffered, directly or indirectly, from a failure to perform or a delay in performance of any obligation of Sale where such failure or delay is caused by labor troubles (including, without limitation, strikes, slow downs and lockouts), failure to obtain product from third parties, including but not limited to manufacturers, civil disturbance, machinery breakdowns, government regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, fire, flood, acts of God, power failures, accidents or other causes of like or different character beyond the reasonable control of IPS. Performance of IPS shall be suspended and extended until the force majeure circumstances are resolved. In the event that IPS invokes this provision, it shall provide to Buyer, as soon as practical, notice of the event or circumstance giving rise to such force majeure and the estimated delay expected based upon it. Upon receipt of such notice, Buyer may elect to terminate the transaction without penalty as to the affected goods. Nothing herein shall relieve Buyer of the obligation to pay for goods once title to said goods has passed to the Buyer or to pay for sums due with respect to goods as to which performance has been made.
- (5) Quotations. Quotations and prices are for the period of time specifically stated in a written quotation and for the goods identified by IPS's part number, if stated, if not stated for the goods described and in all cases the identified or described goods are subject to prior sale. If no time is stated, then quotations and prices are subject to change without notice. Orders based on a quotation are not binding upon IPS until accepted in writing by an authorized agent of IPS.

- (6) Acceptance. Notwithstanding any different or additional terms and conditions that may be embodied in Buyer's Purchase Order, a Purchase Order is accepted only on the condition that Buyer assents to all Terms and Conditions contained herein. All sales, contracts and orders become effective only when approved and accepted by IPS in Tulsa, Oklahoma.
- (7) Title and Delivery. All shipments are F.O.B. IPS shipping point. Title and risk of loss of goods shall pass to Buyer upon delivery to carrier at point of shipment, whether or not freight is prepaid by IPS. Shipments will be made to Buyer on a freight collect basis by IPS's choice of shipper unless otherwise specified prior to shipment. Any quoted delivery time is approximate and IPS will endeavor to meet such schedule to the best of its ability. The extension of delivery date shall not be cause for a claim for damages or termination of this agreement unless such delay is unreasonable or due to the gross negligence of IPS. Delivery dates of goods which are obtained from manufacturers are subject to the manufacturer's production and delivery schedules. No firm delivery date for specifically manufactured items is provided by IPS. If IPS tenders the goods for delivery to Buyer, and so notifies Buyer, Buyer shall immediately take delivery. Buyer agrees to furnish adequate facilities for the receipt and unloading of goods. IPS may store goods so tendered, but not accepted, for the account and risk of the Buyer and invoice Buyer for the purchase price of the goods. IPS expressly objects to any provisions providing Time is of the Essence, unless specifically agreed to by an authorized representative of IPS in writing.
- (8) Taxes. Buyer shall pay the amount of any sales, use, compensating, intangibles, gross income or the like tax, import duties, export duties and similar charges, including but not limited to any penalties and interest, levied by any government authority in connection with this order, but excluding taxes payable on IPS's net income.
- (9) Foreign Goods. Buyer is hereby notified that certain products, goods or component thereof, which are the subject of this order, may not be manufactured in the United States of America. Buyer should promptly notify IPS prior to shipment if such goods are not acceptable to Buyer.
- (10) Payment Terms and Service Charge. Payment is due on terms set forth in the Invoice of IPS, or if such terms are not set forth in the Invoice, payment is due within thirty (30) days of invoice date. A service charge of one and one half percent per month on any unpaid balance will be assessed monthly on past due accounts until paid and Buyer hereby agrees to pay all such service charges assessed.
- (12) No Indemnity of Buyer. IPS does not indemnify or hold Buyer harmless from and against demands, claims, suits, losses, or liability for or on account of any injury or damage received or sustained by any person or persons by reason of any act or omission on the part of IPS, its employees, agents or representatives in connection with or arising out of any Sale, including without limitation, any Purchase Order. IPS rejects any hold harmless and indemnity provisions either express or implied, if any, set forth in Buyer's Purchase Order.
- (13) Warranty and Warranty Disclaimer. IPS extends to Buyer all third-party manufacturer or supplier warranties relating to the goods to the extent assignable, and agrees to utilize commercially reasonable efforts to assist Buyer in enforcing all such warranties. For a period of eighteen (18) months from date of shipment, unless another period is expressly specified and agreed to by IPS on acknowledgements, quotations, packing slips, invoice, or other written document, IPS will, at its cost, replace or repair defective goods, but IPS shall not be liable for any other loss, damage or expense, including incidental damages or consequential damages to persons, property or business directly or indirectly arising from the conditions or use of the products or from any other cause, the exclusive remedy provided by IPS being to repair or replace defective Goods. Goods made by third-party manufacturers are warranted only to the extent of the original

manufacturer's warranty to IPS. If used, reconditioned, or remanufactured goods are sold, they are sold "AS IS." IPS warrants that the Goods of IPS's own manufacture supplied hereunder will be of the kind and quality specified in its documents issued accepting the Purchase Order and that such Goods are free from defect in material and workmanship under normal and proper operating conditions and service. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, ORAL, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE. IPS rejects any provisions in a Buyer's Purchase Order that (a) attempt to impose warranties other than as set out herein, or (b) attempt to prohibit disclaimers of warranties or preclude limitations on Buyer's remedies.

- (14) State Deceptive Trade Practices Acts. TO THE EXTENT THAT A STATE CREATED DECEPTIVE TRADE PRACTICES ACT WOULD OTHERWISE AFFECT THIS SALE, BUYER HEREBY WAIVES BUYER'S RIGHTS UNDER THE SAME.
- (15) Costs and Attorney's Fees. In the event invoices are not paid timely in accordance with the terms hereof and IPS initiates suit against Buyer or otherwise incurs legal fees because of Buyer's nonpayment, IPS, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including its reasonable attorney's fees.
- (16) Cancellation and Credits. Goods incorporating variations from catalog items or specification are considered special goods ("Special Goods") and are subject to cancellation fee. Goods other than Special Goods may be returned unused for credit only upon IPS's acceptance and such accepted returns are subject to a restocking charge. Credits issued to Buyer may only be used on future purchases.
- (17) Extension of Credit, Default in Payment. All orders and shipments are subject to the approval of IPS's credit department in Tulsa, Oklahoma, and IPS may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide satisfactory assurances to IPS. In the event Buyer fails to make payment on any contract (whether or not the contract is evidenced by this acknowledgment) between Buyer or any of its affiliates and IPS or any of its subsidiaries or affiliates in accordance with the terms of such contract, IPS may, at its option and in addition to all other remedies available to it, (a) defer shipments hereunder until such payment is made and satisfactory credit arrangements or assurances are established, (b) cancel the unshipped balance of this order, or (c) exercise other remedies provided by law.
- (18) Setoff and Recoupment. IPS shall have the right to credit toward the payment of any monies that may become due IPS hereunder any sums which may now or hereunder be owed to Buyer or an affiliate of Buyer by IPS.
- (19) Specification Variation. Except in the particulars specified by Buyer and expressly agreed to in writing signed by IPS, the Goods furnished hereunder shall be produced or supplied in accordance with IPS's standard practices. All Goods, however, including those produced or supplied to meet an exact specification, shall be subject to IPS's usual and customary tolerances and variations consistent with good business practice, including regular business practice on over and under shipments.
- (20) Claims. Any claims for shortages, damaged products or non-conformance of products with the order must be made in writing, within ten (10) days after receipt of shipment and IPS must be afforded an opportunity to investigate.

- (21) Right to Cure. Buyer shall promptly, after discovery, notify IPS of any alleged defect in Goods or default under these Terms and Conditions and IPS shall have 45 days after receipt of Buyer's notice to correct such alleged defect or default.
- (22) Technical Advice. It is expressly understood that any technical advice furnished by IPS with respect to the use of its goods or services is given without charge, and IPS assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

Seller's Terms & Conditions