

TERMS AND CONDITIONS OF SALE

The transaction reflected on this invoice is made on the terms and conditions appearing on the FACE SIDE hereof as well as those following.

PARTIES: ST. LOUIS PIPE AND SUPPLY, INC. is referred to herein as Seller, the purchaser of any of Seller's goods is referred to herein as Buyer.

PRICE POLICY: Orders are accepted only at the prices (in U.S. dollars) and on the other terms shown on Seller's Acknowledgment and Invoice. All prices are FOB shipping point unless otherwise stated. No salesman or any other person has authority to alter or vary Seller's prices or terms without direct written approval signed by an officer of Seller.

TAXES: Prices shown do not include any federal, state, or local taxes which Seller may be authorized or required to collect from Buyer; all applicable taxes shall be added to prices shown and Buyer agrees to pay same. If the amount of said taxes is not included in the invoice for the applicable goods, such amount may be invoiced separately at a later time. Tax exemption certificates, as required by federal, state, or local laws or regulations, must accompany all orders to which same apply or be on file with Seller.

DUTIES: Prices shown do not include any duties, customs costs, or other charges which may be applicable to foreign shipments. It shall be Buyer's responsibility to pay or reimburse Seller for same.

TERMS: Terms of payment are subject at all times to approval of Seller. Buyer agrees to make prompt payment of invoices due in accordance with the terms shown thereon and on Seller's Acknowledgment form whether for complete or partial shipment.

DELINQUENCY, COLLECTION: In the event Buyer fails to pay for any one shipment when same becomes due, or should Buyer's account become otherwise delinquent, Seller may, at its option (i) terminate any existing sales contract, (ii) refuse to ship or deliver goods under this or any other order until such delinquency is cured, or (iii) extend the payment date for this or any other order. Should Buyer's financial condition become unsatisfactory to Seller or should other grounds for insecurity warrant such action, Seller may request, and Buyer must provide, cash payments, security satisfactory to Seller, or other adequate assurances satisfactory to Seller or other adequate assurances satisfactory to Seller for future deliveries and/or for goods theretofore delivered. Buyer agrees to pay all costs of collection, including reasonable attorneys' fees.

FINANCE CHARGE: A late payment service charge equal to 1.5% per month of the maximum finance allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due.

DELIVERIES: Dates of delivery are estimated to the best of Seller's ability and are made in good faith, but are not guaranteed. Length of time specified for delivery commences after receipt of complete order information, credit approval, and shipping release.

DELAYS: Seller may suspend delivery hereunder whenever any such event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of any material upon which the manufacture of the goods is dependent. Seller shall not be liable for any failure of or delay in performance of orders or contracts directly or indirectly occasioned by causes beyond Seller's control, including but not limited to government action or failure of the government to act where such action is required, strike or other labor problems, fire, flood, accident, riot, war, priorities, embargo, epidemic, unusually severe weather conditions, shortage of labor, material, fuel or power, or acts of God or the public enemy.

CLAIMS BY BUYER: Seller's responsibility to Buyer ceases upon receipt by Seller from carrier of a bill of lading or other receipt for goods. All goods are shipped at Buyer's risk; all claims for damage or shortage in transit must be filed by Buyer against carrier, and prosecution of such claims shall be Buyer's sole responsibility. Buyer agrees to examine and inspect each shipment of goods for any damage, defect, or shortage promptly upon receipt of such shipment; all claims for damage, defect, or shortage prior to shipment must be made in writing, and must be received by Seller at its principal business location in St. Louis, Missouri, within fifteen (15) days after receipt of goods by Buyer, specifically describing Buyer's claim and making reference to Seller's bill of lading and order number. Failure of Seller to receive said written notice of any such claim within the above time period shall be deemed an unqualified acceptance of the goods by Buyer and an absolute and unconditional waiver by Buyer of any such claim.

PRODUCT CHANGES: Seller reserves the right to change its own specification and/or product descriptions without incurring obligation to Buyer or any other party. Should Buyer and Seller agree to any change in specifications relating to this order, Seller reserves the right to change prices and deliveries as necessary to reflect such changes.

REPRESENTATION OF SOLVENCY: In any sale on credit or on account, Buyer specifically warrants and represents that, as of the date hereof, and (unless Buyer notifies Seller to the contrary in writing) through the date of any delivery of any goods from Seller to Buyer, Buyer is not insolvent, is solvent, and is able to pay its indebtedness as it becomes due.

CANCELLATION, RETURNS

Buyer's orders may not be cancelled by Buyer except upon written notice and agreement of Buyer to pay for all expenses, direct or indirect, incurred by Seller in connection with the goods ordered plus a reasonable protection for profit thereon, all as reasonably determined by Seller. Seller shall have the right to cancel Buyer's orders in the event of Buyer's delinquency in payment as aforesaid, for any acts or omissions of Buyer that delay Seller's performance hereunder, or in the event of Buyer's bankruptcy or insolvency. Seller shall not be required to accept return of any goods unless Buyer has first received Seller's written authorization to return such goods to Seller. Seller's acceptance of returned goods shall be subject to Seller's inspection of such goods. All returns will be refused unless shipped prepaid. Buyer will be assessed handling and restocking charge equal to 20% of the original purchase price on all returned goods.

CONFIDENTIAL INFORMATION: In the event Buyer's personnel visit Seller's facility or otherwise receive any proprietary or confidential information from Seller, said information shall be retained as confidential by Buyer and shall not be disclosed to any third party without the written consent of Seller. Seller retains all rights to any invention, discovery, improvement, or patent relating to the goods delivered pursuant hereto.

NOTICE OF CLAIMS, SUITS: In the event that claim is made against Buyer or if Buyer shall be a party to any lawsuit pertaining to any loss, damage or injury for which Seller is or may be liable, Buyer shall give Seller immediate written notice of the existence of such claim or suit. After such notice, Seller may at its option take over the handling of or enter into the defense of any such claim or lawsuit at its expense. If Seller elects to take over such claim or lawsuit, Buyer shall assist Seller in and shall permit Seller to control completely the defense or compromise of same.

DISCLAIMER OF WARRANTY: SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF ANY GOODS SOLD HEREUNDER, UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF TIME, LOSS OF USE, LOSS OF PROFIT, OR REVENUE, CLAIMS OF CUSTOMERS OF BUYER, OR COSTS AND EXPENSES OF USE, TESTING OR REPLACEMENT OF THE GOODS, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND SELLER'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS OR PART OF SUCH GOODS ON WHICH SUCH LIABILITY IS BASED.

HOLD HARMLESS AGREEMENT: Buyer hereby agrees to defend, indemnify, and hold Seller harmless from any and all damages, claims liabilities, causes of action, losses, costs, expenses, and/or fees (including reasonable attorneys' fees) arising out of, resulting in any way from, or in any way related to (i) any claim against Seller of alleged patent infringement by reason of Buyer's use of the goods or of Seller's use of specification supplied by Buyer, and (ii) the goods and/or any defect in the goods, including but not limited to liability for loss, damage or injury to persons or to property of Buyer and/or others arising out of use or possession of the goods or arising out of any act or omission of Buyer, its agents, employees, or subcontractors in connection with the goods.

SUCCESSORS, ASSIGNABILITY: The responsibilities and rights created herein shall be binding upon and inure to the benefit of the parties and their respective heirs and personal representatives, if applicable, and successors and assigns; provided, however, that Buyer shall not (by operation of law or otherwise) assign its rights or delegate its responsibilities hereunder without the prior written consent of Seller, and any such attempted assignment without such written consent shall be void.

CERTAIN LAWS: When applicable, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

MISCELLANEOUS: These Terms and Conditions of Sale and any other terms incorporated herein by written reference constitute the full understanding of the parties, a complete allocation of risks between them, the entire and only agreement between them concerning the sale of goods, and a complete and exclusive statement of the terms and conditions of said agreement. Said agreement shall be deemed a Missouri contract, the validity, interpretation and performance of which, and any dispute connected with which, shall be governed and construed in accordance with the laws of the State of Missouri, U.S.A. The parties consent and agree that, for all claims and causes of action arising in connection with goods shipped hereunder, venue shall lie in the County of St. Louis, State of Missouri. No change or modification of any term or condition contained herein shall be effected unless made in writing and signed by a duly authorized agent of Seller. Any additional or different terms contained in Buyer's purchase order or other commercial forms are hereby objected to and rejected. Such additional or different terms shall be deemed to be a material alteration hereof, and any contract for sale between Seller and Buyer shall be governed exclusively by the terms and conditions contained herein.