



11400 Parkside Drive | Suite #300 | Knoxville, TN 37934
polypipeusa.com

1. CONTRACT FORMATION: These Terms and Conditions (“Terms”) govern this Sales Order and any agreement, order, sale or lease is expressly limited to and made conditional upon these Terms becoming a part of the agreement between PolyPipe LLC (“Seller”) and Buyer.

2. ACCEPTANCE: This transaction is expressly limited to and made conditional upon the Terms on the face and reverse side hereof, and any of Buyer’s terms in addition to or different from those contained herein, whether contained on a request for quotation, purchase order, acknowledgement or other document, are hereby expressly rejected by and shall not be binding upon Seller unless and until expressly accepted in writing by Seller’s authorized representative. A purchase order, any other document sent to seller acknowledging or confirming the sale of goods, parts, and/or services, or acceptance of the goods shall constitute acceptance of these Terms. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. No waiver or alteration of terms shall be binding unless in writing, signed by an executive officer of Seller. Acceptance of this contract is expressly limited to the exact terms contained in the offer and any attempt to alter or omit any such terms shall be deemed a rejection and counteroffer.

3. PRICE: All prices are F.O.B. Seller’s plant unless otherwise specifically set forth on the face of this Sales Order. Seller reserves the right to adjust prices at the time of Shipment. Prices stated are subject to change without notice in the event of (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor, and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, leasing, or selling the Goods. No discount will be permitted unless specifically set forth on the face of this Sales Order. Prices set forth in any proposal sent to Buyer shall be firm for thirty (30) days following the date of such proposal unless otherwise set forth in any proposal. Payment terms of sale are net thirty (30) days unless Seller agrees otherwise in writing. In the event payment is not made within terms, Buyer shall be charged a late payment fee of one and one-half (1.5%) percent per month for each month in which payment is delayed, or the maximum lawful rate, whichever is lower, until payment is made in full. Until the purchase price and any late fees have been paid in full, Seller retains a security interest in the goods sold, consigned or leased (“Goods”) and in all proceeds of said Goods. Buyer hereby irrevocably authorizes Seller to execute and file UCC financing statements in support of a purchase money security interest. All orders are subject to the approval by Seller at its offices in Knoxville, Tennessee.

4. DISPUTES: All disputes hereunder shall be made, in writing to the following: PolyPipe Attention: Controller, 11400 Parkside Drive Suite 300, Knoxville, TN 37934. Payments which are intended by Buyer to represent “payment in full” for the Goods sold, and which are less than the amount shown on Seller’s invoice as being due, shall be sent to the above address. If said “payment in full” check is not made to the above address then, pursuant to Tennessee Code Ann. Section 47-3-11 the acceptance of said check will not act as a discharge of the remaining balance due under this Seller’s invoice.

5. WARRANTY: Unless otherwise agreed to by Seller in writing by Seller’s Managing Director, Seller warrants that all goods shall be free from defects in material and workmanship for the period of 12 (twelve) months from the date of shipment.

If Buyer identifies a defect in goods during the relevant warranty period, it shall inform Seller of that

defect (in writing) no later than 14 calendar days from the date on which Buyer became aware of such defect and shall provide Seller with a reasonable opportunity to inspect such goods. If such goods are found by Seller to be defective then, as Buyer's sole remedy in relation to such defect, Seller shall promptly either (at Seller's sole option) repair or replace the defective goods.

Seller provides no warranty in respect of goods which may be sold by Seller but which are not manufactured by Seller. Such goods are sold only with the warranties, if any, of the manufacturers thereof.

This warranty shall not apply to any defect which the Seller (acting reasonably) determines results from:

- i. loss or damage in transit;
- ii. external causes such as accident, abuse, misuse, problems with electrical power, or damage from animals;
- iii. unreasonable or inadequate storage, handling, installation, usage or maintenance (including a failure to follow Seller's instructions in relation to the same) or exposure of the goods to any unsuitable environment or conditions;
- iv. any alterations or repairs (or attempts to make alterations or repairs) made by a party not authorized by Seller.

Unless otherwise required by law, Seller disclaims any and all other warranties, express or implied, in relation to the goods (including warranties of merchantability and fitness for a particular purpose and/ or warranty of non-infringement). Seller will not be liable to any party in strict liability, tort, contract, or any other manner for damages caused or claimed to be caused as a result of any design or defect in the goods.

This clause shall survive the expiration, termination, or cancellation of the relationship between the Parties.

6. LIMITATION OF LIABILITY: THE REMEDIES PROVIDED IN THESE TERMS SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER (INCLUDING THIRD PARTY CLAIMS). SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE SUCH AS (BUT NOT LIMITED TO), DELAY DAMAGE, DAMAGE DUE TO BUSINESS INTERRUPTION, LOST PROFITS, LOST SAVINGS, LOST REVENUE, MISSED OPPORTUNITIES, LOSS OF GOODWILL, OR FORFEITED PENALTIES OR FINES, WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY.

SELLER'S TOTAL LIABILITY IN CONNECTION WITH OR ARISING OUT OF THE PROVISION OF GOODS, PARTS OR SERVICES TO BUYER FOR CLAIMS OF ANY KIND (INCLUDING THIRD PARTY CLAIMS) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE FOR THE SPECIFIC GOODS OR SERVICES THAT GIVES RISE TO THE CLAIM.

THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE IN THIS CLAUSE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MANDATORY LAW. THIS CLAUSE SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THE RELATIONSHIP BETWEEN THE PARTIES.

7. INDEMNITY: To the fullest extent permitted by law, the Buyer shall release, defend, indemnify and hold harmless Seller, Seller's affiliates, and each of their respective officers, directors, managers, employees, representatives, and advisors (together, the "Seller Indemnitees") from and against any liability, loss, damage, claim, fine, penalty, judgment, settlement, cost and expense (including legal fees and expenses), whether attributable to personal injury or death, property damage, contract claims, torts, or

otherwise, arising out of or in connection the supply of goods, parts or services under these terms, even if caused in whole or in part by the negligence, strict liability, or other legal fault of the Seller Indemnitees, including without limitation: (a) the handling, storage, marketing, sale, resale, distribution, use, or disposal of the goods (whether used alone or in combination with other substances) by Buyer or by any third party and (b) the failure of the Buyer to comply with any instructions or regulations relating to (product) safety, applicable laws and regulations.

This clause shall survive the expiration, termination, or cancellation of the relationship between the Parties.

8. ACCEPTANCE AND TRANSPORTATION: Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within forty-eight (48) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. In absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's expenses and valuation.

9. TITLE AND RISK OF LOSS: Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.

10. CREDIT TERMS: All orders and shipments shall at all times be subject to the credit approval of the Seller. Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of contract , in whole or in part.

11. TAXES: Unless otherwise specifically provided on the face hereof; the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes applicable to the Goods shall be paid by Buyer in the same manner and with the same effect as if originally included in the purchase.

12. PACKAGING: Prices stated are based on Seller's standard packaging. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.

13. DELIVERY AND DELAYS: Unless expressly specified to the contrary, Goods in stock will be shipped promptly, and Goods not in stock will be shipped as soon as commercially reasonable. However, all shipping dates are approximate, and are based upon current availability of material, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance, of this agreement caused by or imposed by (a) strikes, fires, disasters, acts of terrorists, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) government action; (e) subcontractor delay, or (f) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may, at its option, and without liability, cancel all or any portion of this agreement and/or extend any date upon which any performance hereunder is due. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the Sales Order when it is impracticable to produce the exact quantity ordered.

14. TERMINATION, CANCELLATION, CHANGES, AND RETURNED MATERIAL: Orders cannot be terminated, modified, shipment deferred or returned after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to a 25% line time cancellation fee for all or any portion of an order cancelled prior to production and a 100% restocking fee for all, or any portion of a product produced for an order prior to cancellation. Goods shipped to Buyer approved for return must be shipped freight prepaid. Buyer shall indemnify Seller against

liability and expense incurred and commitments made by Seller and shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.

15. PATENTS: The purchase of the Goods shall not entitle Buyer to employ the Goods with any patented process owned by Seller or others. Seller makes no warranty that the Goods or method or process of using them, are free of the claim of any third party by way of patent infringement or the like. Buyer, by its acceptance of the goods or equipment agrees that there is no indemnification by the Seller of any claims of patent infringement, regardless of any rights under the Uniform Commercial Code or other similar regulations, and any such rights are hereby waived. Seller has no obligation to defend or pay damages, settlements, attorneys' fees or any other ancillary damages from such a claim of patent infringement brought against Buyer. Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right at common law, or claim of unfair trade or unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the Goods sold to Buyer by Seller. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of the infringement of any United States Patent arising from the manufacture of any of the Goods in accordance with specifications furnished by Buyer or from the sale thereof.

16. EXPORT CONTROL: Buyer agrees to comply with all applicable export laws and regulations, including (without limitation) those of the United States and the European Union, to ensure goods, parts, and technology provided by Seller under these terms are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Buyer shall not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under these terms to: (a) any country designated by the U.S. Department of State as a "State Sponsor of Terrorism", including for the purposes of these terms, North Korea, or to a resident or national of any such country; (b) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the U.S. government; or (c) an end-user engaged in any nuclear, chemical, or biological weapons activities. If goods or parts to be exported outside the U.S. and/or EU are considered or likely to be considered as "dual use", Buyer shall (or shall cause the end user of the goods/parts to) provide to Seller, promptly upon its request, an "End User Statement" in accordance with the applicable legal requirements. Seller shall not be liable to Buyer for any delay and shall not be in breach of its obligations in the event of Buyer's failure or delay in providing such statement.

17. COMPLIANCE WITH APPLICABLE LAW: Notwithstanding any other provision of these terms, the Parties shall at all times comply with all applicable laws, regulations, industry specifications, codes and standards in the performance of its obligations, including without limitation the U.S. Foreign and Corrupt Practices Act, the UK Bribery Act 2010 and Seller's code of ethics.

18. U.S. GOVERNMENT CONTRACTS: This Section applies only if the goods, parts and/or services are for the direct or indirect sale to any government entity and/or is funded in whole or in part by any agency of the U.S. government. Buyer agrees that all goods, parts, and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable, the country of origin of goods and parts is unknown unless otherwise specifically stated by Seller in the purchase order. Buyer agrees any services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this section shall be the one in effect on the effective date of the relevant purchase order.

If Buyer is an agency of the U.S. government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these terms. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the price payable.

If Buyer is procuring the goods, parts and/or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items

and as appropriate for the price payable. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if goods, parts, or services cannot be considered a "commercial item", Seller may terminate the purchase order without penalty and be reimbursed for work performed before the effective date of termination.

Seller reserves the right to reject any purchase order from a Buyer listed on any denied party list.

To the extent the Buy American Act, Buy America Act, Trade Agreements Act, or other domestic preference requirements are applicable to the Buyer's Contract, the country of origin of Products supplied under this Agreement is unknown. Unless the Seller provides a statement in writing as an addendum to the specific Purchase Order, Seller makes NO REPRESENTATIONS that the Products supplied in the order comply or do not comply with the standards set forth in the Buy American Act, Buy America Act, Trade Agreements Act, or other domestic preference laws or regulations. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41).

19. GENERAL CONDITIONS: No agent, salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract, if Buyer is in default in the performance of any order or contract with Seller and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller. Any clerical errors are subject to correction. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion. Any provision hereof prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provision hereof.

20. GOVERNING LAW: All dealings between the Parties, including these terms and all purchase orders entered into under them, shall be governed by and construed in accordance with the laws of Texas without giving effect to principles of conflict of laws.

21. DISPUTE RESOLUTION: The Parties irrevocably and unconditionally submit to the jurisdiction of the state and federal courts of Cooke County, Texas as the exclusive forums with regard to any controversy arising between the Parties. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such courts, including that it is an inconvenient forum.

The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other.

In addition to all other rights and remedies provided under these terms, in the event of Buyer's breach of these terms, Seller may recover its reasonable attorneys' fees, costs, and expenses incurred in any proceeding to enforce these terms.

22. ENTIRE CONTRACT: The Terms set forth herein and on the face side hereof constitute the entire agreement between Buyer and Seller on these issues. Any representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from these Terms shall be given no effect or force.