



COLUMBIA PIPE & SUPPLY CO.

SERVICE *plus* SOLUTIONS

TERMS AND CONDITIONS OF SALE

All sales, whether on credit or by cash, by Columbia Pipe & Supply Co., an Illinois corporation (“seller”) to Buyer are made subject to the following terms and conditions:

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in a writing signed by a duly authorized representative of Seller. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer’s purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document. All prior proposals, negotiations and representations, if any, are merged herein. By placing an order with Seller, Buyer will be deemed to have assented to all terms and conditions contained herein.

PRICES: Unless expressly stated otherwise in a price quote of Seller invoice, all prices are F.O.B. Seller’s premises and subject to the terms and conditions of the manufacturer at time of shipment. All prices are those in effect at time of shipment and are subject to change without notice.

PAYMENT AND CREDIT TERMS: Payment terms shall be as set forth in Seller’s price quote or invoice. Buyer agrees to pay all invoices when due. A finance charge of 1.5% per month will be assessed on any past due balance. Buyer grants Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking necessary action to perfect and protect Seller’s security interest. No products shall become a fixture by reason of being attached to real estate. Seller reserves the right to withdraw Buyer’s credit privileges and require advance payment or other alternative payment terms at any time and if Seller deems Buyer’s credit status is unsatisfactory. Buyer agrees to pay any collection costs, including reasonable attorneys’ fees incurred in collecting monies owed. Seller rejects any terms proposed by Buyer that would hold back any portion of the purchase price until a date later than due on the invoice.

WARRANTY: Buyer’s sole and exclusive warranty, if any, is that provided by manufacturer of the product. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. Seller makes no promise or representation that the products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by Seller. Except as expressly set forth in this paragraph, all products and/or services provided by Seller and its employees and agents are provided AS IS, WHERE IS, and WITH ALL FAULTS.

LIMITATION OF LIABILITY: To the greatest extent permitted by law, under no circumstance and in no event will Seller be liable for personal injury or property damage or any other loss, damage, cost of cover, cost of repairs or incidental, punitive, special or consequential damages of any kind, whether based upon warranty, contract, strict liability, negligence of any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by Seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Seller’s liability, if any, exceed the net sales price of the defective products(s); no additional allowance shall be made for the labor or expense of repairing or replacement.

NO WARRANTIES TO CONSUMER: Seller makes no warranties to those defined as “consumers” in the Magnuson-Moss Federal Trade Commission Improvement Act.

CANCELLATION OF ORDERS: Orders for customized or otherwise nonstandard products are noncancellable and nonreturnable; in the event Buyer attempts to cancel such an order even prior to shipment, said order will be subject to full or partial invoicing even if manufacture is not complete.

DELIVERIES: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no backcharge for loss or damage was made known to Seller. Seller shall have no liability for Seller’s non-performance caused by acts of God, war, terrorism, or carriers, contractors or suppliers or any other causes of any kind whatever beyond the reasonable control of Seller. Under no circumstances shall Seller be liable for

any special, consequential, incidental, or indirect damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. All products will be shipped to Buyer F.O.B. origin of shipment. Seller accepts no risk of loss or damage to Buyer's goods by deterioration or by fire, smoke, explosion, sprinkler leakage, windstorm, flood, hail, aircraft, riot, civil commotion, labor trouble, or any other casualty while in transit.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one business day following delivery to Buyer. Buyer shall have five business days from the date Buyer receives any products to inspect such products for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such five-day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such five business day period is a reasonable amount of time for such inspection. Any merchandise found to be defective in workmanship or material will be replaced subject to manufacturer's inspection and warranty.

OSHA HAZARDOUS SUBSTANCE INFORMATION: Material Safety Data Sheets (MSDS) for OSHA defined hazardous substances are available at your local branch or by contacting Seller at: Columbia Pipe & Supply Co., 1120 W. Pershing Road, Chicago, IL 60609. This information and recommendations contained on the MSDS supplied by the manufacturer is considered to be accurate and reliable. The Seller, however, makes no warranty with respect to the accuracy of reliability of the information or the suitability of the recommendations. The Seller disclaims any and all liability to any user thereof.

PRODUCT INSTALLATION: All quotes and invoices are for products without installation. Seller does not provide installation services and assumes no responsibility for product installation. Seller shall not be responsible for any losses or damage sustained by buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products.

RETURNS: Products may be returned only with Seller's prior consent. Request for permission to return products must be accompanied by proof of purchase. All products to be returned must be in new and resalable condition, subject to inspection and verification by Seller and/or the manufacturer. Non-stock products, including non-standard and/or special orders, shipped or held for future delivery may be returned if, and only if, the manufacturer issues a return authorization. Any material returned may be subject to restocking/handling and freight charges.

MINIMUM: Absent prior approval by Seller, shipments of single orders shall be accepted for a minimum of \$50.00 net per invoice. Orders for delivery totaling less than \$50.00 net will carry a \$10.00 service fee. Minimum charges do not apply on back orders. Will call and cash sale orders require a \$50.00 minimum charge.

TAXES: Sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller with this transaction.

INDEMNIFICATION: Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including without limitation, attorneys' fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer, whether caused by concurrent and/or contributory negligence of Seller, or any of its agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

SEVERABILITY: If any provision of these terms and conditions is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the most limited extent possible. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver on the part of Seller of any term or condition hereunder shall be valid unless in writing and signed by an authorized representative of Seller.

CATALOG AND RESPONSIBILITY: All illustrations, descriptions, and statistical data contained in this catalog have been prepared by the manufacturer or others. They are reprinted here for the convenience of the Buyer. No information in this catalog shall constitute an express or implied warranty by Seller that any product will conform to the data herein. Seller assumes no responsibility as a result of these reprints, and no warranty or affirmation of fact shall arise from said information.

ENTIRE AGREEMENT: This document constitutes the entire, complete and exclusive agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of Seller. All transactions shall be governed by the terms and conditions contained herein.

CHOICE OF LAW: These terms and conditions and any related transaction between Seller and Buyer shall be construed and interpreted according to the laws of the State of Illinois and the Uniform Commercial Code, as adopted by Illinois, without regard to conflict of laws principles, Buyer hereby submits to personal jurisdiction and exclusive venue to an appropriate court within the State of Illinois. It is expressly agreed that in the construction and interpretation of the terms of the Contract, the rule of construction that a document is to be construed most strictly against the party who prepared the same shall not apply.