



TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions of Sale") apply to your purchase of products and/or service and support (the "Product") sold by High Density Poly Enterprises, Inc. ("Seller") to you (the "Buyer"). This offer by Seller to sell the Product to Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale.

CONTROLLING PROVISIONS: All sales made to Buyer by Seller are subject to these Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. In fact, as stated above, this offer by Seller to sell the Product to Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale. No terms or conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative, and such additional or different terms are expressly objected to. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing provisions, terms or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.

PRICES: Any taxes now or hereafter imposed upon sales or shipments will be incremental to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer under this document shall be kept confidential except to the extent that a party is required by law to disclose the same.

SELLER LIABILITY: Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturer's shortages, supply chain difficulties, inability to obtain transportation, materials, fuels or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, (a) the time for Seller's performance shall be extended reasonably and Buyer and Seller shall adjust all affected dates accordingly, and (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event.

Furthermore, Seller does not accept liability beyond the remedies set forth herein, including but not limited to any liability for the Product not being available for use (delay damages), lost profits, loss of business, or the provision of services and support. Except as expressly provided herein, Seller



will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party.

LIMITED WARRANTY FOR SELLER MANUFACTURED PRODUCT: Seller extends the following limited warranty to the Buyer for the Product subject to the stipulations, terms, exclusions, and other limitations set forth herein.

Seller warrants the Product is, on the date of shipment, free from defects in materials and workmanship and have been manufactured in accordance with Seller's material specifications, for a period of one (1) year from the date of shipment.

This Limited Warranty shall apply only to the original purchaser of the Product and is not transferrable to a subsequent owner or assignee.

Buyer will promptly inspect the Product for defects upon receipt. In order to initiate a claim, the Buyer must notify Seller in writing within fifteen (15) days of the date the defect was or should have been discovered. Failure to notify the Seller of the defect within such time period shall void the warranty. No warranty shall extend beyond the one (1) year warranty period set forth herein.

Within a reasonable period of time Seller will reasonably determine if the defect actually exists and will notify the Buyer of its determination. Within a reasonable period of time thereafter, Seller will replace the Product that is found by Seller to be defective in materials or workmanship with product of equal quality and specifications, or will issue credit for such defective Product. If replacement Product is shipped, Seller will cover the cost of shipping to original jobsite or U.S. port used for project in question.

Seller will not cover labor or any other costs associated with installing initial or warranty replacement Products. All such costs shall be the responsibility of the Buyer.

Seller does not warranty against any failure, defect or damage caused by situations and events beyond the control of Seller or beyond normal exposure conditions, including but not limited to: excessive windstorms; distortion, cracking, or other failure due to ground movement, plant intrusion, or excessive ground water; damage caused by structural changes, alterations or additions to the pipe, or by installation of other equipment to or around the pipe; accident, misuse, abuse, neglect or the improper handling of the pipe; abnormal or improper



application, use, installation or storage of the pipe not in accordance with the pipe specifications and instructions; operating conditions or applications above the rated capacity of the Product; or any other cause not a result of a manufacturing defect in the pipe.

Buyer's only remedy or recourse will be replacement of defective Product, or credit, as stated in this Limited Warranty.

THIS LIMITED WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY SELLER AND NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED IS GIVEN. THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE WAIVED BY THE BUYER. SELLER WILL NOT BE LIABLE FOR ANY ADDITIONAL COSTS BEYOND THE ORIGINAL PRICE OF MATERIAL AND SHIPPING TERMS AS STATED HEREIN. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER RATHER THAN ON SELLER'S INTERPRETATION. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS DOCUMENT, OR RELATED TO ANY PRODUCT, SHALL SELLER BE LIABLE FOR (a) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES SUCH AS LOST PROFITS OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS DOCUMENT, OR (b) ANY AMOUNT EXCEEDING THE AGGREGATE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER UNDER THIS DOCUMENT.

NO SELLER WARRANTY FOR PRODUCTS SOLD BY SELLER WHICH ARE MANUFACTURED BY OTHERS:

Seller does not provide any warranty for products sold by Seller which are manufactured by others. Notwithstanding the foregoing, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK ALL RECOURSE AND WARRANTY EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF SUCH GOODS AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR SUCH DEFECTIVE GOODS (IRRESPECTIVE OF WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, IN TORT, IN STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE).

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Products. Seller makes no promise or



representation that the Products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller.

Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the Products. 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, attorney's 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 or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

SHIPMENT: When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site, but in all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. No claim for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be allowed unless Buyer, within ten (10) days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage.

CHANGE ORDER: Any change in Product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of supply may result in a price adjustment by Seller.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any Products to inspect such Products and services 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 seven (7) 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 seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any Product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions, and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.



RETURNS: Buyer may return any Product which Seller customarily stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. Buyer's surplus job returns, and those not meeting (i) and (ii), above, will be evaluated on an individual basis after Buyer has contacted Seller's authorized representative for prior written permission and shall be returned only with Seller's consent. Special orders, custom or semi-custom orders, or non-stock items are non-returnable, non-refundable, and non-cancellable. Except for items Seller stocks which meet (i) and (ii), above, credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges.

PAYMENT: Unless otherwise agreed in writing, payment terms are net thirty (30) days. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may require different payment terms, including, but not limited to, cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, electronic transfer or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains a judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

BUYER'S REPRESENTATIONS: Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third-party beneficiaries.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein, including making all payments due hereunder; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) if Seller, in good faith, believes that Buyer's prospect



of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, or any other dispute which arises out of this document and the account and business relationship between Buyer and Seller, whether or not a lawsuit or other proceeding is filed, the Seller shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

JURISDICTION AND VENUE: This document and the account and business relationship between Buyer and Seller shall be governed and construed in accordance with the laws of Florida without regard to conflicts of laws. Buyer and Seller agree that any legal action brought by either as a result of the account or business relationship between Buyer and Seller shall be brought in the Tenth Judicial Circuit in and for Polk County, Florida, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. 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 herefrom.

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 of any term or condition hereunder shall be valid unless in writing and signed by Seller.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof 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 the Seller. All transactions shall be governed solely by the terms and conditions contained herein.