

SALES ORDER TERMS AND CONDITIONS

A&B VALVE AND PIPING SYSTEMS, L.L.C.

The term "Sales Order" means this Sales Order. The term "Buyer" shall include all customers and buyers of goods and services to Seller or for Seller's benefit. The term "Seller" means A&B Valve and Piping Systems, L.L.C. The term "goods" means the materials, equipment or supplies which are the subject matter of this Sales Order. The term "services" means labor related to goods as may be provided from time to time by Seller or its subcontractors including labor at Buyer's or third party premises.

1. **TERMS:** The terms and conditions of this Sales Order, including those in any supplemental terms and conditions attached hereto, if any, represent the entire agreement between Seller and Buyer with regard to the goods sold or services provided hereunder. Acceptance is limited to the terms and conditions of this Sales Order, and no purported revisions of, additions to, or deletions from this Sales Order shall be effective, whether in Buyer's request for quotation, Sales Order, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to affect any variation herein unless expressly agreed to in writing by an authorized representative of Seller. The earlier of commencing work in fulfillment of the requirements of this Sales Order, delivery of any goods or the furnishing of any services pursuant to this Sales Order shall constitute acceptance by Buyer of this Sales Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of this Sales Order are inconsistent with those set forth herein, the terms on the face shall govern. Any reference on the face of this Sales Order to Buyer's Sales Order shall be exclusive of any terms and conditions attached to or referred to therein.

2. **SPECIFICATIONS:** All goods and services furnished pursuant to this Sales Order shall conform to the specifications, descriptions and warranties set forth in this Sales Order. No change in this Sales Order shall be made except upon written application to, and subsequent written authority of, Seller.

3. **TIME AND PLACE OF DELIVERY; BUYER'S INSPECTION; ACCEPTANCE:** Delivery will be made as specified on the face of this Sales Order. Buyer reserves the right to reject goods and to cancel all or any portion of this Sales Order in the event of failure to deliver at the time and place specified. Buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. All goods shall be received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense goods which fail to conform strictly to the requirements of this Sales Order. All materials are subject to inspection and testing by Buyer at any time or place.

4. **EXTENSION OF TIME OF DELIVERY:** Seller shall not be liable to Buyer for any failure of performance hereunder if occasioned by any event beyond such party's reasonable control, including without limitation fire, flood, earthquake, lightning or other acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state or local agency or authority; wars; riots; insurrections; sabotage; accident; embargo; strike or other labor trouble; interruption of

or delay in transportation; shortage or failure of supply of materials; or equipment breakdown. At Buyer's option, the time for delivery hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries so omitted shall be made during the period of such extension.

5. **RISK OF LOSS:** Risk of loss of any goods sold hereunder shall transfer to Buyer at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by Buyer shall nonetheless remain with Seller.

6. **SHIPMENT:** Goods must be shipped by the particular route, method and carrier as stated in this Sales Order. In the event that Seller fails to ship goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any increased costs occasioned thereby.

7. **PACKING, MARKING, AND INVOICING:** A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by carrier's representative, shall be forwarded to Buyer not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Buyer shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Sales Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices.

8. **PAYMENT: WAIVER OF LIENS:** Payment will be made following receipt and acceptance of the goods and receipt, in proper form and substance, of all documentation required by this Sales Order. Seller shall furnish to Buyer any analysis or breakdown of the price as Buyer may reasonably request. This Sales Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Buyer. As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Sales Order or arising out of any claim for payment by any laborer, subcontractor or supplier of Seller.

SELLER'S WARRANTIES: Seller's warranties for goods sold hereunder shall be limited to those warranties as may be expressly provided by the manufacturer of such goods. In addition, Seller warrants that: (a) none of the goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Buyer; (b) all goods covered hereby may be introduced into interstate commerce without violation of applicable laws and regulations; (c) all services have been performed in a good and workmanlike manner; and (d) all goods and services furnished or rendered pursuant to this Sales Order have been produced, sold, delivered or rendered to Buyer in compliance with all applicable laws and regulations, including those set forth in Section 14. **SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE GOODS OR SERVICES TO BE SOLD OR**

PERFORMED HEREUNDER. IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER PROVISIONS OF THIS SALES ORDER, THIS PROVISION SHALL PREVAIL.

9. **BUYER'S REMEDIES:** Buyer's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9. Buyer retains the right to cancel any portion of the remaining order, to reject any portion of the goods or services delivered, or to revoke acceptance as to any portion of the goods or services accepted, and return such goods to Seller and to recover the purchase price (and, if provided by manufacturer, any excess costs). If Seller becomes insolvent or makes an assignment for the benefit of creditors, or files or has filed against it any petition in bankruptcy, Buyer shall have the right to cancel this Sales Order immediately.

10. **PATENT, COPYRIGHTS, TRADEMARKS:** Seller warrants that the goods furnished under or used in connection with this Sales Order (except those furnished according to Buyer's specific design) and Buyer's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. If any claim, suit or proceeding is made or instituted against Buyer alleging any such infringement, Seller shall indemnify, defend and hold Buyer harmless from and against any damages, liabilities, judgments, costs and expenses (including without limitation reasonable attorney's fees) it may incur in connection with any such claim, suit or proceeding. In the event that the goods or Buyer's use is held in any suit or proceeding to constitute an infringement, or if Seller determines that there is a substantial risk of a finding of such infringement, Seller agrees, as appropriate, and at its expense to: (a) procure for Buyer, at no expense to Buyer, the right to continue using the goods, (b) replace the goods with equivalent goods that meet the requirements of this Sales Order and that do not infringe any such rights, or (c) modify the goods so that they become non-infringing.

INDEMNIFICATION: To the fullest extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs of defense) (collectively, "Losses") alleged to have resulted from or arising out of or incident to Seller's nonperformance hereunder. Neither Seller nor Buyer shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this Sales Order, including without limitation, loss of profit or business interruptions, howsoever same may be caused

11. **LABOR, WORK AND SERVICES:** INSURANCE: In supplying any services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or state unemployment insurance, social security and/or other similar taxes incurred hereunder. Any performance by Seller under this Sales Order on Buyer's premises shall be in full compliance with Buyer's safety and other rules and procedures and with all federal and state laws and regulations regarding workplace safety, including without limitation, laws pertaining to occupational safety and health.

12. **LAWS AND REGULATIONS:** All goods furnished or services rendered pursuant to this Sales Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations, including without limitation, the Federal Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, Section 503 of the Rehabilitation Act of 1973, Executive Order 11246, Section 402 of the Vietnam Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act of 1970, as amended ("OSHA"), (in the event of a conflict between the requirements of OSHA and any industry codes or standards applicable to this Sales Order, the more stringent requirement shall apply), the Noise Control Act of 1972, all applicable environmental laws and regulations, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the standards of accessibility set forth in Section 402 of the Americans with Disabilities Act, and the rules, regulations and orders pertaining to the above.

Seller also agrees that the following clauses from the Code of Federal Regulations shall also apply to this Sales Order and shall be incorporated herein by reference: the Equal Employment Opportunity Clause, the Certification of Nonsegregated Facilities required by paragraph (7) of Executive Order 11246, the Utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting program clauses, the Affirmative Action for Handicapped Worker's clause, and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause are, by this reference, incorporated herein and made part hereof.

13. **TERMINATION:** Buyer may at any time, for any reason, terminate this Sales Order in whole or in part upon written notice to Seller. In such event, Seller shall be entitled to a reasonable termination fee consisting of a percentage of the Sales Order price reflecting the percentage of the work, goods delivered or services properly performed prior to termination. Payment of such termination fee shall be Seller's sole remedy. Upon Buyer's request, Seller shall preserve, protect and deliver to Buyer, at Buyer's expense, materials on hand, work in progress, and completed work, both in its own and in its suppliers' plants.

14. **CONFIDENTIALITY:** Seller and its directors, officers, employees and agents shall not disclose to any third party any information pertaining to the goods provided or services performed hereunder, or pertaining to Buyer's business or operations which Seller obtains or has access to in connection herewith, without the prior written consent of Buyer.

15. **NO WAIVER OF DEFAULTS:** No failure by Buyer or Seller to enforce at any time any of the terms or conditions of this Sales Order shall constitute a waiver thereof or in any way impair Buyer's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by either party hereunder will be effective unless in writing and signed by such party.

16. **SURVIVAL: REMEDIES CUMULATIVE:** All agreements and representations of the parties herein (including those regarding, confidentiality, indemnification and warranties) shall survive delivery and final payment hereunder, or any earlier

termination hereof. Unless expressly set forth otherwise herein, all of the rights and remedies available to the parties hereunder are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity.

17. **SEVERABILITY:** Any provision of this Sales Order that is unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions hereof.

18. **GOVERNING LAW:** This Sales Order shall be governed by the laws of the state from which Seller issues this Sales Order, without giving effect to its principles of conflicts of law.