

## TERMS AND CONDITIONS

- 1) CREDIT:** Shipment is subject to credit approval by Seller. In the event credit is denied an explanation will be furnished upon written request. Should this account be placed in litigation, PACIFIC PIPELINE SUPPLY reserves the right to charge a reasonable attorney's fee in the collection of said account.
- 2) FORCE MAJEURE:** Seller shall not be liable for any delays or failure to perform hereunder where such failure is caused by fires, floods, accidents, acts of God, war, actions of any governmental authority, strikes, labor trouble, shortages of labor, raw materials, fuel, production facilities or transportation of any other cause beyond Seller's control.
- 3) TAXES:** Any governmental taxes or charges applicable to this shipment at the time of shipment shall, at the opinion of the Seller, be paid by the Buyer.
- 4) TERMS:** NET 30 DAYS. A finance charge of 1.5% per month (18% per annum) will be charged on past due accounts. Past due is defined, as monies not paid by the first day after the due date. Title to the materials listed on this invoice shall continue to be vested in the Seller as its' personal property until paid for in full. If payment is not made when due, Seller may at his option without notice enter the premises where said materials may be located and repossess said materials. This reservation of title in the Seller and this option to repossess and remove material shall be in addition to any and all other remedies Seller may have under the law or equity. It shall also not in any way affect the rights of Seller to use the applicable lien law as presently worded. Any and all of the above shall not constitute a waiver of the right to use any of the other available remedies.
- 5) DAMAGE, LOSS or SHORTAGE CLAIM:** Upon receipt of order, Buyer must check for accountability and acceptability of goods. Any damage, loss, or shortage should be reported to the driver and noted on his billing papers. Any damage or loss claims must be made to the carrier. Seller will not be liable in any manner for damage or loss caused to a shipment by a common carrier. Shortage of material claims regardless of "mode of shipment must be submitted in writing to Seller within 10 days of invoice date.
- 6) RETURNED GOODS:** Goods cannot be returned without prior approval and written authorization issued by the appropriate personnel of the Seller. Goods returned without this authorization will not be accepted at a Seller's location. A restocking charge and freight costs of returned goods (and out-freight if applicable) will determine acceptability of returned goods for restocking and resaleability. Credit will be issued on resaleable goods only.
- 7) DELIVERY:** Quoted deliveries are based on estimates at the time of quotation. Seller will devote its' best efforts to meeting delivery schedules but assumes no liability for additional costs or damages resulting from late deliveries.
- 8) WARRANTY:** The material delivered hereunder is sold by Seller without any express guarantee and/or warranty oral or written (whether or not such material remains in the form which it is originally delivered to Buyer or is fabricated by Buyer or any other party to produce any other finished product) and to the extent permitted by applicable state law, without any implied warranties of merchantability and fitness for particular purpose. The warranty of the manufacturer, if any, is hereby assigned and transferred to the Buyer. However, Seller neither adopts, nor guarantees, nor warrants that the manufacturer will comply with any or all of the terms of any warranty. In no event shall Seller be responsible for consequential or incidental damages of any kind. No representative of Seller is authorized to modify this section or to issue any warranty regarding material delivered hereunder. No oral statement of any representative of the Seller shall constitute any and/or guarantee, or be relied upon by the Buyer.
- 9) QUOTATIONS:** We believe our "take-off" of quantities and material to be accurate. However, it is our interpretation of the plans and specifications and is offered as a courtesy to our customers. PACIFIC PIPELINE SUPPLY assumes no liability for any differences and it is suggested customers conduct their own take-off.
- 10) REPRODUCTION OF QUOTATIONS:** We believe our quotation to be an intangible asset, therefore quotations cannot be reproduced without prior approval and written authorization. Should litigation be necessary, PACIFIC PIPELINE SUPPLY reserves the right to charge a reasonable attorney's fee due to misappropriation of intangible assets.

The foregoing terms and conditions constitute the entire understanding between the parties hereto and supersede any or all prior representations, agreements or understandings, if any, whether oral or written, relative to goods delivered hereunder. In the event that any of the terms of any purchase order of Buyer conflict with the terms and conditions set forth herein, the general terms and conditions shall govern. No modification hereof shall be effective unless made in writing on a subsequent date hereof and executed by Seller.