



TERMS & CONDITIONS

By the acceptance of this order the buyer/customer ("Customer") of Moore Pipe Texas LLC. ("MP") products and/or services acknowledges and agrees with the following:

- 1 MP's equipment is designed, and our personnel are trained to manufacture our products and to perform our services in a safe, reliable and efficient manner. MP carries workmen's compensation, automobile and general liability insurance and will upon reasonable request, furnish a certificate showing the limits of coverage of such insurance. MP does not assume any liability, expressed or implied, by virtue of Customer's work orders, purchase orders or other similar documents.
- 2 MP makes no warranty, expressed or implied, as to merchantability, fitness for purpose sold, description, quality, productiveness or any other matter concerning the materials or services furnished.
3. The specifications of the products sold by MP are detailed in MP's brochures and on its website. These specifications are not to be considered warranties or guarantees of quality, classification, merchantability, fitness for purpose sold or usability.
4. MP's liability in connection with the products sold or the services rendered shall be to the Customer only and this liability shall be limited to the replacement and/or repair of the product and/or service supplied, at the sole discretion of MP's management where the material or services is found to be defective as a result of MP's negligence. Alternatively, MP may determine, in its sole discretion, to give the Customer a credit memorandum for the invoiced amount of such work. No claim with respect to products sold or services rendered shall in any event be allowable against MP in excess of the price charged to the Customer by MP in respect to such items.
5. It is expressly understood that MP shall not in any event be liable for any special and/or consequential damages. Should material or the work of MP be found to be defective, the Customer should immediately notify MP so that MP may investigate and determine the cause of such failure. All work and material furnished by MP will be considered as acceptable by the Customer unless a claim is made by the Customer within thirty (30) days after the completion of work by MP.
6. If the Customer's material and/or equipment are stored on MP's premises before or after MP has completed work thereon, MP will not be liable for the deterioration of such equipment and/or material resulting from atmospheric conditions or Acts of God, or other occurrences not within the reasonable control of MP. MP reserves the right to charge storage fees and fees related to loading or unloading or transport at its sole and unfettered discretion for goods stored for longer than thirty (30) days.
7. MP shall endeavor to make delivery of any orders placed but shall not be liable for failure or delay due to problems with workmen, product shortages, Government regulations, fire, flood, storm, Acts of God or other casualties or causes beyond the reasonable control of MP, either of similar or dissimilar nature than those encountered.
8. In further consideration of the reasonableness of the prices charged by MP, the Customer agrees to indemnify and hold MP harmless from liability for damages, including property damage and injury to or death of persons incurred or sustained by the Customer or any third party arising out of the sale, use or service of goods or the advice or opinion furnished by MP.
9. Standard terms are Net Thirty (30) days. Overdue accounts will be charged an interest charge of 1.5% (one and one-half percent) per calendar month on the overdue balance, or 18% (eighteen percent) per annum. All costs relating to collecting the unpaid account shall be paid by the Customer including reasonable legal fees on a solicitor and his own client basis.
10. Third Party charges for products or services paid for or on behalf of the Customer by MP will be subject to an administration fee of 15% (fifteen percent) for coordination and administration of the products or services provided. In the event that MP is not able to contact the Customer by telephone or email or by written mail for a period of six (6) months, MP reserves the right to offer for sale to the general public, any inventory owned by the Customer and stored by MP. Furthermore, MP shall have the right to recover storage costs and any other costs associated with the sale of such Customer's products and to deduct the same from the proceeds of the sale of those products.
11. Failure to enforce any or all of the above terms and conditions in any particular instance or instances, shall not constitute a waiver of or preclude subsequent enforcement of any claim by MP.