



TERMS & CONDITIONS

By the acceptance of this order the buyer/customer ("Customer") of Moore Pipe (2015) Inc. ("MPI") products and/or services acknowledges and agrees with the following:

- 1 MPI'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. MPI 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. MPI does not assume any liability, expressed or implied, by virtue of Customer's work orders, purchase orders or other similar documents.
- 2 MPI 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 MPI are detailed in MPI'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. MPI'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 MPI's management where the material or services is found to be defective as a result of MPI's negligence. Alternatively, MPI 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 MPI in excess of the price charged to the Customer by MPI in respect to such items.
5. It is expressly understood that MPI shall not in any event be liable for any special and/or consequential damages. Should material or the work of MPI be found to be defective, the Customer should immediately notify MPI so that MPI may investigate and determine the cause of such failure. All work and material furnished by MPI 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 MPI.
6. If the Customer's material and/or equipment are stored on MPI's premises before or after MPI has completed work thereon, MPI 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 MPI. MPI 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. MPI 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 MPI, either of similar or dissimilar nature than those encountered.
8. In further consideration of the reasonableness of the prices charged by MPI, the Customer agrees to indemnify and hold MPI 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 MPI.
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 MPI 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 MPI is not able to contact the Customer by telephone or email or by written mail for a period of six (6) months, MPI reserves the right to offer for sale to the general public, any inventory owned by the Customer and stored by MPI. Furthermore, MPI 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 MPI.