



## STANDARD CONDITIONS OF SALE

**1. GOVERNING PROVISIONS AND GENERAL.** Sale of all material, equipment, and services by FRANK BLACK PIPE & SUPPLY CO. (Company) shall be subject to these Standard Conditions of Sale (Conditions), and the Company's acceptance of any order for such material, equipment or services shall be conditioned upon Purchaser's assent to such Conditions, which assent shall be deemed given by the placing of any order for or statement of intent to purchase any material, equipment or services or any direction to proceed with manufacturing, engineering, procurement or shipment. No modified, additional, or different conditions (whether contained in a purchase order or any other communication from Purchaser) shall be recognized by or binding upon the Company unless specifically agreed to in writing by an officer of the Company, and the failure of the Company to object any such provisions shall not be a waiver of these Conditions or an acceptance thereof. No modification or amendment of, or addition to, these Conditions on any order accepted by the Company shall be binding unless in writing and signed by an officer of the Company.

**2. ACCEPTANCE OF ORDERS.** All orders are subject to approval at the Company's main office by an officer and are accepted subject to these Conditions (as herein above set forth) and the Company's price provisions in effect at the time of the acceptance.

**3. PAYMENT TERMS.** Unless otherwise specifically noted in writing by the Company, the Company's terms for Purchaser's of satisfactory credit are as follows:

Net 30 days from date of invoice

Each invoice rendered by the Company to the Purchaser shall be an account stated and correct and acceptable to and binding upon the Purchaser unless the Company shall receive a written statement of objection within ten days after said invoice is rendered. A finance charge of 1½ % per month will be charged on all amounts remaining unpaid 30 days after the invoice date. If the Company refers an invoice to an attorney for collection, the Purchaser shall pay all the Company's expenses of collection, including a reasonable attorney's fee. All remittances are to be sent to the office of the Company as shown on all invoices.

**4. ERRORS.** All stenographic and clerical errors are subject to correction by the Company.

**5. CANCELLATION.** An order once placed with the Company may be cancelled or terminated only with the consent of the Company and upon terms, which will indemnify the Company against loss, damage and expense arising from such cancellation or termination.

**6. DAMAGE CLAIMS - TITLE - RISK OF LOSS.** The Company cannot be held responsible for damage after having received in good order receipts from the transportation company's plant, regardless of transportation cost being prepaid or collect. The Company's responsibility ceases with delivery to a carrier, at which time, title and all risks of loss or damage in transit shall pass to the Purchaser. All claims of loss, damage and delay must be made by the Purchaser to the carrier.

**7. SECURITY AND OTHER REMEDIES.** To secure the Purchaser's obligations to make full payment to the Company, the Company shall retain a security interest in all material and equipment sold until the purchase is fully paid. If full payment is not made when due, the Company shall have all the rights and remedies given a secured party by the Uniform Commercial Code. In addition, in the event of Purchaser's default in any obligation to the Company, the Company shall have the right to file and prosecute liens and to collect under any bond or other security for Purchaser's performance. All the Company's rights and remedies provided in these conditions shall be cumulative and in addition to other rights and remedies provided by law and equity.

**8. DISCLAIMER OF WARRANTY.** Seller warrants only the goods sold hereunder conform to the description on the face of this invoice. Seller makes no representation or warranty of any kind, express or implied, with respect to the goods, whether as to merchantability, fitness for a particular purpose or any other matter.

**9. LIMITATION OF LIABILITY.** Seller's sole liability for any and all losses and damages to buyer resulting from any cause whatsoever, including the seller's negligence, allegedly damaged, defective, or non-conforming goods, irrespective, or whether such defects are discoverable or latent shall in no event exceed the purchase price of the particular goods with respect to which losses and damages are claimed or, at the election of the seller, the repair or replacement of defective, damaged or non-conforming goods. In no event, shall seller be liable for incidental or consequential damages, and the foregoing shall be buyer's exclusive remedy.

**10. RETURNS FOR CREDIT.** In no case is material or equipment to be returned without first obtaining the Company's written permission. The Company reserves the right to refuse any material or equipment returned for credit.