

## TERMS AND CONDITIONS OF SALE

1. The terms and conditions herein contained constitute the entire contract between the parties hereto with respect to the products supplied by Reef Industries, Inc. ("Seller") covered by this invoice. Any additional or different terms and conditions originating with Buyer shall not be a part of the contract between Buyer and Seller. The creation of a contract between Buyer and Seller is expressly made conditional upon Buyer's assent to the terms and conditions contained herein. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions herein shall be binding on Seller unless hereafter specifically agreed to in writing by Seller.
2. Consular fees for legalizing invoices, stamping bills of lading, or other documents required by the laws of any country or destination are not included in quotations or selling prices. Buyer shall assume all responsibility for such charges and/or documentation.
3. Seller shall not be liable for any breach of this contract by an act of God, civil insurrection or disobedience, pestilence, war, or acts of third parties not under direct control of Seller. Seller assumes no liability for damages arising out of failure to deliver products as promised.
4. Any and all disputes arising hereunder shall be governed by the laws of the State of Texas.

### LIMITED WARRANTY FOR PRODUCTS OTHER THAN LINER

Seller warrants that its products (other than liner) will be free from defects in workmanship, and shall conform to the specifications contained herein, if any, for one year from date of shipment. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND NOT TRANSFERABLE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. THIS WARRANTY DOES NOT APPLY TO SELLER PRODUCTS DESIGNATED "SUBSTANDARD". SUCH "SUBSTANDARD" PRODUCTS ARE SOLD AS IS WHERE IS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

Seller will repair or replace, at Seller's option, any products (other than products designated "substandard") defective in workmanship or materials, if written notice of claim is made to Seller within one year from date of shipment. In the event Seller replaces the product with a new similar product, Buyer agrees to pay Seller an amount equal to the purchase price paid by Buyer hereunder multiplied by a fraction (X) the numerator of which is the number of calendar days from the date of shipment until Buyer notified Seller of a defect claim, and (Y) the denominator of which is 365. It is agreed that such replacement or repair is the exclusive remedy available from Seller should any of Seller's products prove defective. Seller shall under no circumstances be responsible or liable to Buyer for incidental or consequential damages.

### LINER WARRANTY

Seller warrants that the liner supplied by Seller shall be free from defects in material and workmanship at the time of the sale or Seller will replace the liner or refund the purchase price at Seller's option if Buyer notifies Seller of the defect prior to installation of the liner and within six (6) months of purchase. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller shall under no circumstances be responsible or liable to Buyer for incidental or consequential damages.

### INDEMNIFICATION

Buyer assumes liability for, and shall defend, indemnify and hold harmless Seller, its officers, directors, employees, representatives and agents from and against all claims, losses, liabilities, damages, costs and expenses whatsoever (including attorneys' fees) made against or incurred by Seller arising out of any claim for personal injury (including to Buyer's employees) and property damage connected with the handling, transportation, possession, repair, further manufacture, other use or resale of any products purchased from Seller.

(With respect to products manufactured or repaired either in whole or in part to Buyer's specifications, Buyer warrants that the products will not infringe any patent, copyright, trade secret, or any other proprietary or confidential information of a third party. Buyer shall defend, indemnify, and hold harmless Seller, its successors and assigns from and against all claims, losses, liability, damages, costs, expenses (including legal expenses) and injunctions arising from any claim of infringement of any patent, copyright, trade secret, or any other proprietary or confidential information of a third party concerning the products, Buyer's use or sale of the products. Buyer's liability under this paragraph shall include, without limitation, actual, incidental and consequential, indirect or punitive damages recovered by a third party.)

### CERTIFICATE OF EXEMPTION

The Hazard Communication Act as defined in 29 CFR 1910. 1200 states that manufacturers are required to supply Material Safety Data Sheets (MSDS's) for the products when they are shipped. Items that do not apply to this regulation are those classified as "Articles".

The materials provided to your company are classified as "Articles" and as such, do not require MSDS's.

Should additional information be required, please contact your sales representative.