

TERMS AND CONDITIONS OF SALE

1. The terms and conditions set forth herein constitute agreement between the parties and no modification hereof shall be effective unless made in writing and signed by both parties. If terms or conditions are contained herein which are additional to or different from Buyer's order, Seller's terms and conditions will be effective unless Seller and Buyer agree to modification as above. Seller's acceptance of Buyer's order is expressly conditioned upon the inclusion of all of the terms and conditions stated herein as part of the agreement between the parties. No additional or different terms contained in Buyer's written order on confirmation shall become a part of the agreement between the parties. If this instrument is construed as a written offer, Buyer's acceptance is expressly limited to the terms stated herein. Notice is hereby given to Buyer that Seller object to any and all additional terms that are not stated herein or separately agreed to in writing as above.
 2. Quoted prices are valid only for the term specified on each quotation or for thirty (30) days should no term be stated. All prices quoted are "Ex-Plant" and exclude any cost of shipping, insurance and export markings and are subject to change without notice. Additional charges will be made as required for freight, transportation and any federal, state, local taxes or value added tax, which may be applicable on the sale or use of the products. No cash or other discount for prompt payment is offered.
 3. A quotation does not represent a contract until accepted by Buyer and Seller. Seller's acceptance is conditional on approval of Buyer's credit based on receipt and verification of credit references and other business information satisfactory to Seller, agreement regarding payment terms, availability of Seller's production capacity at time of order placement and compliance with Seller's Terms and conditions of Sale. No other terms contained in any request for quote, purchase order or other communication shall be included herein unless expressly agreed to in writing by Seller and all such are expressly disclaimed. Should third party inspection be required, Buyer and Seller must agree upon the inspection company. Prices quoted herein are based on volume indicated and may be invalid for different quantities and delivery and/or once the production capacity for this period is fully booked.
 4. Unless otherwise specified by Seller, and determined in advance of invoice, terms of payment are thirty (30) days net from date of invoice. Seller may, at any time, demand terms of payment different from those specified herein if such change is deemed warranted by Seller. Seller may suspend production, shipment or delivery until such arrangements are made. A finance charge to the extent allowable by law will be assessed on all invoices that are unpaid and past due more than 30 days. Buyer is responsible to reimburse Seller for any court costs, collection of attorney's fees that may be incurred by Seller collecting past due balances from Buyer to the extent permitted by applicable law.
 5. The method and route of shipment are at Seller's discretion, unless otherwise specified by Buyer. Title and responsibility for the goods shall pass to Buyer ex-plant upon written notice by Seller. Storage after date of invoice at Seller or any third party location and delivery by carrier will be at Buyer's risk. Custom duties, consular fees, insurance charges and other fees related to exportation and importation shall be borne by Buyer. Buyer shall give written notice of any claim for shortage or error in charges within thirty (30) days after receipt of goods or such claim shall be deemed to be waived.
 6. Seller shall not be held responsible for any delivery or failure to make delivery of all or any part of the goods, ordered by Buyer as a result of federal, state or municipal action, statute, ordinance or regulation.
- Seller shall not be held responsible for any delivery or failure to make delivery due to labor dispute, riot, storm, flood, epidemic, fire damage to or destruction in whole or in part of production facilities, or interruption in obtaining raw materials, labor, fuel or supplies. Seller shall not be held responsible for any delivery or failure to make delivery due to any act of God or other cause, contingency or circumstance within or without the United States not subject to Seller's control which prevents or hinders the manufacture or delivery of goods.
7. Buyer agrees that Seller shall not be liable for damage to or destruction of Buyer's goods occurring while such goods are in the possession of Seller or any third party storage, testing or servicing, except where such damage or destruction arises from the sole gross negligence of Seller.
 8. Seller guarantees the quality of material and workmanship of any product manufactured for a period of 365 days from date of invoice and that, where applicable, all products are manufactured to API specifications. Seller's obligation under this warranty shall be limited to the repair or replacement of material that proves to be defective according to the Seller's standards. This is the Buyer's exclusive remedy for breach of warranty. Under no circumstances shall Seller be responsible for any consequential or incidental damages under this warranty or for any cost or expense incurred in gaining access to such defective items, all of which shall be the responsibility of the Buyer. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN NOR WILL ANY BE ALLOWED WITHOUT THE EXPRESS WRITTEN AGREEMENT OF SELLER.
 9. It is the responsibility of Buyer to ensure that the goods are used in a prudent manner, consistent with industry practice. Seller will not be liable for any deterioration of the products and/or material resulting from accident, atmospheric conditions or other Acts of God when not stored on Seller's premises. Misuse, abuse, neglect or alteration of the material invalidates all warranties made by Seller.
 10. Returns of standard stock items may be made only the written approval of Seller and acceptance of the goods is conditional on inspection by Seller. A restocking fee of 15% will be charged on all returned goods in addition to reimbursement of any costs incurred by Seller to restore the goods to like new condition. Buyer is responsible for all costs associated with freight or transportation in and out, and any other costs incurred. No returns are allowed for special order. Special orders will be determined at time of order by Seller. All claims for returns must be made in writing no later than 30 days from invoice date.
 11. Cancellation of any order will result in a minimum cancellation fee of 15% being charge to Buyer. If raw material has been ordered and/or production started, the order is non-cancelable and the quoted price will be due in full, plus any applicable taxes.
 12. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach or cause any other provisions to be invalidated.
 13. The terms and conditions of this agreement and their construction shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any action brought to enforce this agreement or any term herein must be brought in Harris County, Texas