

## IRPCO, LLC STANDARD TERMS AND CONDITIONS

**CONTRACT TERMS:** These Terms and Conditions are a contract of sale between IRPCO, LLC ("we", "us", "our", or "Company") and you ("Customer"), subject to the following: (i) possession of this Price Schedule is not an entitlement to purchase; and (2) acceptance of all orders is subject to final approval of the Company.

Customer agrees that this document constitutes the entire contract between the Company and Customer and that the delivery of goods referred to herein or the receipt of this document shall constitute the Customer's acceptance of these terms, regardless of any prior course of dealing, custom, usage of trade or course of performance or any other prior document exchanged. Prices and terms are subject to change without notice.

**PAYMENT TERMS:** All new accounts must receive approval for credit prior to any shipments being made by the Company. Net 30 days. Service charge of 1-1/2% per month, equivalent to an Annual Percentage Rate of 18%, will be applied on invoices not paid on or before due date. If Customer disputes any invoice or portion thereof, it must notify the Company in writing within 20 days of receipt of the invoice. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above. Customer is not required to pay any amount reasonably disputed in good faith while an investigation is being conducted by the Company. Disputed amounts that are determined to be due and owing to the Company shall be paid by Customer within ten days of notice from the Company that an investigation has been completed and the amount is due, and no late fee will be charged if payment is made within such time. However, if it is reasonably determined by the Company that Customer has disputed the charge in bad faith or on an unreasonable basis, and Customer does not pay the full amount due within thirty days from the original invoice date, a late fee will be assessed as set forth above.

**TAXES:** Any sales, usage, excise, or other taxes which the Company may be required to pay or collect under any existing or future law with respect to the sale, manufacture, process, delivery, storage, use, consumption or transportation of any of the goods or services sold to Customer shall be paid by Customer. Customer shall promptly pay the amount of any such tax to the Company upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the appropriate taxing authority.

**PRICES:** All prices, whether specified in this document or quoted in other documents or ads, shall be adjusted to the Company's prices in effect at the time of shipment. Prices shown do not include charges for special packaging which will be extra unless otherwise specified.

**TRANSPORTATION; TITLE; RISK OF LOSS:** All products sold F.O.B. Seller's dock. Freight will be prepaid and allowed on shipments for goods totaling \$4,000 or more, shipped via common carrier within the 48 contiguous states only. Add-ons to existing orders will be permitted to reach the freight allowance if add-ons are received prior to shipment. Partial shipments made at our discretion will be shipped prepaid and allowed if the original order qualified. Title and risk of loss will pass to Customer upon shipment of the goods by the Company.

**DELAY/FORCE MAJEURE:** The Company shall be excused and not liable for delay or inability for the Company to perform due to or caused by Customer's request, act of God, actions of

governmental or judicial authority that are not specifically requested by a party, equipment failure, war, terrorism, blockade, insurrection, national emergency, flood, epidemic, landslide, lightning, earthquake, drought, fire, explosion or similar cataclysmic occurrence, or due to riot, labor dispute, unavailability of materials from third parties, or other cause beyond the reasonable control of the Company.

**RETURNED GOODS:** Within 30 days of shipment, customers must first contact an IRPCO Account Executive and request inspection of the products before returning defective goods or non-conforming goods and follow required procedures. IRPCO products may not be returned without the Company's consent; if such consent is given, freight must be prepaid by the Customer.

A written Return Goods Authorization number (RG) must be obtained by the Customer prior to returning any material. All returned shipments must be accompanied by the Return Goods Authorization.

The Company, on acceptance of a return, shall have the option, at its sole discretion, to repair the alleged defect and return the repaired item or replace it. If the returned material is deemed to be defective within the terms of our warranty, appropriate credit will be issued or corrective action will be taken.

The minimum handling charge for returned goods will be \$15.00 or 15% of the value of the goods returned, whichever is greater. This charge covers bulk hose, adapter unions, pipe fittings, tube fittings, clamp type couplings, reusable fittings, and banded or ferruled inserts. This does not cover permanent type hose assemblies. Credit for permanent type hose assemblies depends upon salvage value and no credit will be issued for returned material which is not in salable condition or does not pass our final inspection.

**WARRANTY/LIMITATION OF LIABILITY:** All products are sold with manufacturer's warranty alone (if any) and the Company makes no warranty, expressed or implied. Products that are assembled by IRPCO are warranted to be free from defect in workmanship for a period of 18 months from the date of purchase or code date appearing on hose, if such period is shorter. **THE COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, FOR FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY.** The Company makes no warranty with respect to design if the product was made in compliance with Customer's design or specifications. The Company shall bear no liability or responsibility for Customer's incorrect installation, improper use, or modification of the products, Customer's negligence or failure to maintain or inspect the products or to follow instructions.

Our liability shall not exceed the original purchase price of the product claimed to be defective, less a prorated charge for services rendered by the Company. In no event shall the Company be liable for death or injury to persons, damage to property, or for special, incidental, contingent, indirect or consequential damages or expenses arising from the use of IRPCO products, regardless of the form of the claim or cause of action (whether based in contract, negligence, strict liability, other tort or otherwise). By way of example of the foregoing limitation of liability, but without limiting in any manner its scope or application, the Company shall not be liable for all or any part of the following no matter how claimed, computed, or characterized: loss of profit or revenue, loss of operating time or production, loss or reduction of use or value of any facilities (including existing

facilities) or any portions of facilities, expense of replacement products or power, or increased costs of operations or maintenance. Customer agrees that in no event shall the Company's liability to Customer and/or its customers extend to include incidental, consequential or punitive damages resulting from use of these products, or arising out of any breach of this warranty. The Company reserves the option, in its sole discretion, to either refund the purchase price of the defective product (less the services charge noted above), issue a credit, or replace the product.

Other than those specifically set forth herein, there are no warranties that extend beyond the description of the products on the face thereof, either expressed or implied. No Company representative has authority to make any representation, promise or agreement, except as stated herein. The foregoing limitations and exclusions are intended to be effective to the maximum extent permitted by law.

**SWIVEL FITTINGS NOTICE:** Use of swivel fittings is becoming more common in the gasoline curb pump market. These types of fittings eliminate a number of problems in the marketplace by making it much easier to install curb pump hoses. Swivel fittings have moving parts which, by their very nature, create wear points that do not exist in static or rigid fittings. IRPCO recommends that all curb pump hose assemblies be inspected according to the Rubber Manufacturers Association guidelines and that special attention be paid to coupling slippage in swivel fittings. If slippage is detected the hose assembly should be removed from service immediately.

**TOLERANCES AND RATINGS:** Tolerances and ratings listed for products (including, but not limited to pressure ratings and pull force estimates) are provided by the manufacturers of those products. We do not assume any liability for the accuracy of the data as reported by the manufacturers.

**INSTALLATION AND MAINTENANCE NOT INCLUDED:** Unless specifically bargained for on the face of Customer's purchase order or other purchase document, we shall have no duty to install or maintain the goods or material sold to Customer.

**INDEMNIFICATION:** The Company shall have no duty to indemnify Customer for any reason not expressly undertaken elsewhere in the Terms and Conditions set forth herein, and in no event will we indemnify Customer for Customer's acts or negligence. Customer agrees to indemnify, defend and hold the Company (and its officers, directors, employees, and agents) harmless from and against any and all claims, demands, suits, causes of action, costs, expenses, damages and liabilities, including reasonable attorneys' fees: (i) arising from or in connection with the Customer's failure to perform any of its obligations under these Terms and Conditions; or (ii) due to injury to or death (whenever occurring) of persons, and loss or destruction of or damage to property (including loss of use) directly or indirectly arising from or connected with, or claimed to have arisen from or to have been connected with, any intentional misconduct or negligent act or omission of Customer or its officers, employees, or agents, under or in connection with goods purchased from the Company.

**SECURITY INTEREST:** The Company shall retain a security interest in all goods supplied to the Customer until the Company receives full payment of all amounts due and owing. The Company shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the goods; however, the failure of the Company to file any such document shall not in any way act as a waiver of the Company's right to such security interest.

**CHOICE OF LAW:** In the event of any dispute between the Customer and the Company, the laws of the Commonwealth of Pennsylvania shall govern the rights and duties of all parties.