

## CORRPRO COMPANIES, INC. SALES INVOICE TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the sale of goods ("Goods") by Corrpro Companies, Inc. ("Corrpro"), all as further described on the Sales Invoice ("Invoice"), to the buyer named on the Invoice ("Buyer").

1. **Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and Corrpro (including a written master agreement between Corrpro and Buyer signed prior to the date of the Invoice (a "Master Agreement"), only the Invoice, these T&Cs, and any other documents expressly identified on the Invoice as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Invoice by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of Corrpro and Buyer on the earlier of: (a) Buyer's receipt and acceptance of the Goods, (b) Buyer's payment of the Invoice for the Goods, or (c) any written indication by Buyer of its acceptance of the Invoice.

2. **Delivery; Risk of Loss.** Unless stated otherwise on the Invoice, delivery of Goods shall be EXW (Incoterms 2010) at Corrpro's facility stated on the Invoice. At Buyer's option and sole cost, Corrpro will ship Goods to Buyer at the shipping address stated on the Invoice by any commercially reasonable means. Buyer shall bear all risk of loss or damage to the Goods during transit. Buyer shall bear all freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges.

3. **Payment Terms.** Terms of sale are net 30 days from date of Invoice, unless otherwise stated on the Invoice. Time is of the essence with respect to all payments. Any amount not received by Corrpro when due shall bear interest at the rate of 1½% per month (18% annually), or the maximum rate of interest that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corrpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise on the Invoice, the prices stated on the Invoice and all payments due to Corrpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment (either complete or partial), Buyer does not meet Corrpro's credit approval or Corrpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corrpro may either (a) delay or postpone delivery of Goods, (b) cancel the Agreement, or (c) request payment in full or other security satisfactory to Corrpro from Buyer prior to shipment of the Goods.

4. **Inspection and Acceptance.** Immediately on Buyer's receipt of Goods, Buyer shall inspect the same and shall notify Corrpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods). Buyer shall hold any non-conforming Goods for Corrpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods within 10 days after receipt of Goods, express oral or written acceptance of the Goods, or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods and waive Buyer's right to seek damages or other remedies for any non-conforming Goods. Buyer shall bear the expenses of inspection under all circumstances.

5. **Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be relied on by Corrpro. Corrpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods, Corrpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for

review and approval of submittals with reasonable promptness to avoid causing delay.

6. **Warranties.** Corrpro warrants that, for the duration of the Warranty Period (subject to the other limitations in this Agreement), Goods will be free from defect in materials and workmanship. Corrpro's obligation to honor its warranty on defective Goods is in all cases limited to, at Corrpro's sole option, repair or replacement of the defective Good or component thereof, or providing a cash refund or credit equivalent to the decreased value of the defective Good Notwithstanding anything in this Agreement to the contrary, Corrpro's warranty liability shall in no event exceed the amount paid for the original defective Good. "Warranty Period" means the 90 day period beginning with the date of shipment from Corrpro. Any claim not received by Corrpro within the Warranty Period shall be conclusively deemed waived by claimant. Corrpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. The providing of warranty service does not extend or restart a new Warranty Period. The Goods warranty applies only to Goods manufactured solely by Corrpro. Corrpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option, either repair or replacement of the defective Corrpro Product (or component thereof), or providing a cash refund or credit equivalent to the decreased value of the Corrpro Products. Replaced Corrpro Products shall become the property of Corrpro, if Corrpro so elects. Corrpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) not been paid for in full. THESE WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS. IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS, OR MATERIALS PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corrpro does not warrant that the use or sale of the Goods will not infringe the claims of any U.S. or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

7. **Technical Assistance.** At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

8. **Default; Cancellation.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on 5 days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Section 8, or (b) if the order is cancelled for any reason other than default by Corpro, Buyer agrees to pay for (i) Services performed and Goods installed or delivered to date of termination, and (ii) Goods ordered which cannot be cancelled.

9. **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR AGREES THAT ANY RECOURSE AGAINST SUBCONTRACTOR UNDER THIS AGREEMENT OR RELATED TO SUBCONTRACTOR'S WORK HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO SUBCONTRACTOR UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION HERewith.

11. **Governing Law; Venue; Prevailing Party.** This Agreement shall be governed and construed in accordance with, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Texas, excluding that State's choice of law principles. The UNCITRAL Convention on Contracts for the International Sale of Goods shall not apply to the validity, construction or performance of this Agreement. The federal or state courts located in Houston, Texas shall have sole jurisdiction to hear any dispute

under this Agreement. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees and other expenses in connection with such proceeding.

12. **Export Compliance.** Corpro's products, programs, and services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods. By purchasing the Goods, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods is restricted by Export Laws.

13. **Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

14. **Taxes and Fees; Permits; Laws.** Unless stated otherwise on the Invoice, the purchase price for the Goods furnished by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). Corpro may elect to add any Taxes to the invoice amount payable to Corpro by Buyer. In the event Corpro is required to pay any Tax, Buyer shall reimburse Corpro. Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes in advance. Unless stated otherwise on the Invoice, Buyer shall secure and pay for all permits and fees necessary for delivery of the Goods. It is Buyer's duty to ascertain that the Goods are and Buyer's subsequent use is in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods to such laws, ordinances and building codes.

15. **Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of the documents will control in the following order: (a) Master Agreement (if applicable); (b) terms stated on the face of the Invoice; (c) these T&Cs; and (d) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Invoice.

16. **Interpretation.** Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.