

TERMS AND CONDITIONS OF SALE

1. Applicable Terms. These terms and conditions govern the purchase and sale of the products (collectively, "Products") referred to in the Order Summary included in Seller's proposal (the "Order Summary"). All terms and conditions contained in any other oral or written communication, including Buyer's request for proposal(s) or purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and will not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. These terms and conditions, together with the Order Summary, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") with respect to the sale of the Products and supersede any terms contained in Buyer's documents (including any technical specifications) unless any such Buyer document is separately signed by an authorized officer of Seller. If Seller is providing fusion services to Buyer, such services will be provided pursuant to Seller's Supplemental Terms and Conditions Fusion Services referred to in Section 12 below, which will constitute a part of this Agreement. This Agreement does not supersede or modify the terms of any license agreement between Seller and Buyer.

2. Payment. Buyer agrees to pay for the Products according to the payment terms set forth in the Order Summary. The portion of the purchase price not invoiced upon pipe delivery will be invoiced ratably to Buyer monthly in arrears as fusion services are performed. Invoices are due and payable 30 days from the date of the invoice. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will be charged 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest.

3. Taxes. The amount of any sales, excise or other taxes, duties or governmental charges (collectively, "Taxes"), if any, applicable to the sale of the Products will be added to the purchase price and will be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the Taxing authorities. Any Taxes which Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products will be for the account of the Buyer, who will promptly pay the amount thereof to Seller upon demand.

4. Delivery. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in the Order Summary, but Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. Seller reserves the right to ship Products in advance of the scheduled delivery date unless Buyer specifically requests in writing that shipments not be made prior to the scheduled date. Unless the Order Summary provides otherwise, delivery terms are F.O.B. shipping point. The cost of any special packing or special handling caused by Buyer's requirements or requests will be added to the purchase price. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

5. Returns. Upon Seller's prior written approval, which may be withheld in Seller's sole discretion, Buyer may return Products purchased under this Agreement. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

6. Warranty. Seller warrants for a period of one year from the date of shipment that the Products are free from defects in material and workmanship. This warranty applies only when the Products are handled, stored, fused, and installed in accordance with Seller's written guidelines. This warranty does not cover, and Seller will not be liable for, any defect or failure caused by faulty installation, unusual pressure surges or pulsation, water hammer, temperature shocking, misapplication, misalignment, abrasion, vibration, incompatible lubricants, solvents, or sealants, U.V. degradation, accident or tampering. This warranty is conditioned upon Seller's verification of the claimed defect. If the claimed defect is verified, then, as Buyer's sole remedy for the defect, Seller will replace the defective Product free of charge F.O.B jobsite. Seller is not responsible for any costs incurred in connection with the removal or reinstallation of Products. This warranty is conditioned on Buyer giving Seller written notice of any claimed warranty defect within a reasonable time after the discovery of such defect and, in any event, within 14 months after the date of shipment.

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS SUBJECT TO SECTION 8 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

7. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.

8. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS AND RELATED FUSION SERVICES, IF ANY. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

9. Inspection and Acceptance. Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject the Products for any reason or to revoke acceptance.

10. Set-off and Backcharges. Buyer will not be entitled to set-off any amounts due to Buyer against any amount due to Seller from Buyer. Seller will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Seller.

11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of this order and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this order, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 6 hereof and under Section 7 of the Supplemental Terms and Conditions Fusion Services, if applicable, will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under such sections beyond the period provided therein. All rights and remedies of Seller herein are in addition to, and will not exclude, any rights or remedies that Seller may have at law or in equity. Seller's election of any remedy or remedies in the event of a default by Buyer will not preclude Seller from exercising any other remedy or remedies available to Seller for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 2.

12. Fusion Services. If Seller is providing fusion services to Buyer, such services will be provided pursuant to Seller's Supplemental Terms and Conditions Fusion Services available at <http://aegion.com/-/media/Aegion2017/Files/Terms/Underground%20Solutions%20Fusion%20Service%20Terms.pdf>. Seller is not responsible for any defect or failure in fused joints that are fused by any person other than Seller's employees.

13. Patented Technology. Buyer acknowledges that any fusible polyvinyl chloride pipe included in the Products can be fused only by Seller or by a licensee in good standing of Seller's fusion technology covered by patents issued and pending (U.S. Pat. No. 6,982,051 and U.S. Pat. App. No. 11/244,123). Buyer warrants that: (i) if it is the end-user of the Products, it will not fuse the Products nor have the Products fused except by Seller or by a licensee in good standing of Seller's patented fusion technology; and (ii) if it resells the Products, it will (x) inform the purchaser of such Products of the licensing requirements described above; and (y) provide Seller upon request with the name, address, and telephone number of any purchaser purchasing the Products from Buyer, the Products purchased, and the quantity purchased. Upon request, Seller will confirm to Buyer or Buyer's purchaser whether the fusion provider to be utilized by Buyer or Buyer's purchaser is a licensee in good standing of Seller's patented fusion technology.

14. Equal Employment Opportunity. To the extent applicable to Seller's activities under this Agreement, Seller shall comply with the following laws and regulations: Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250); and Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741); and the equal employment opportunity clauses within each of the above regulations, as applicable, are included by reference in this Agreement.

15. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade or failure to enforce any term will be used to modify the Agreement. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

SUPPLEMENTAL TERMS AND CONDITIONS
FUSION SERVICES

1. **Applicable Terms.** These Supplemental Terms and Conditions Fusion Services (the "Supplemental Terms") apply to pipe fusion services provided by Seller (the "Services") to Buyer, as referred to in the Order Summary. These Supplemental Terms supplement and amend Seller's Terms and Conditions of Sale (the "Standard Terms"), and are to be read, interpreted, and enforced in concert therewith as if these Supplemental Terms were set forth in full therein. All references to "Products" in the Standard Terms will be interpreted to include the Services, as appropriate; provided, however, that the warranty set forth in Section 6 of the Standard Terms will be applicable only to the Products, and the warranty set forth in Section 7 of these Supplemental Terms will be applicable only to the Services. Capitalized terms used in these Supplemental Terms and not otherwise defined herein will have the meaning assigned to them in the Standard Terms.
2. **Payment and Labor Rates.** Buyer agrees to pay for the Services according to the payment terms set forth in the Order Summary and the Standard Terms. Unless expressly otherwise stated in the Order Summary, the purchase price set forth in the Order Summary is based on Seller's wage rates as currently in effect. If Seller is required to pay prevailing wages to its employees providing the Services, any additional payroll expense incurred by Seller will be added to the purchase price set forth in the Order Summary.
3. **Schedule.** The schedule for performance of the Services will be mutually agreed upon with the objective of coordinating such schedule, to the extent practicable, with Buyer's installation schedule; provided that Services can not be commenced on fewer than ten business days' advance notice unless otherwise stated in the Order Summary. Unless otherwise stated in the Order Summary, the purchase price set forth therein is based upon the Seller being on-site and prepared to provide fusion services for the maximum number of consecutive 10-hour working days as set forth in the Order Summary. If the Seller is required to be on-site in excess of the specified maximum number of days for any reason other than Seller's breach of this Agreement, Buyer will pay the Seller an additional amount as specified in the Order Summary for each additional day, or portion thereof, that Seller is required to be on-site.
4. **Mobilization and Remobilization.** Unless otherwise stated in the Order Summary, the purchase price set forth in the Order Summary is based on one mobilization and demobilization event to and from the jobsite. Each additional mobilization event undertaken for any reason other than Seller's breach of this Agreement will be charged to Buyer at the rate set forth in the Order Summary. If Seller is, or is reasonably expected to be, delayed in the performance of the Services by events outside the control of Seller for a period in excess of two consecutive working days following site mobilization, Seller may withdraw its employees from the jobsite. In such event, Seller reserves the right to also remove its equipment from the jobsite. Unless otherwise stated in the Order Summary, Seller must be provided a minimum of ten business days' notice in advance of initial mobilization and each subsequent mobilization. Seller's demobilization will not excuse any obligation of Buyer under this Agreement.
5. **Seller's Responsibilities.** Seller will perform the Services in accordance with the Order Summary. Seller will purchase and maintain liability insurance to protect it from claims under workers' compensation acts and other employee benefit acts, claims for damage because of bodily injury, including death, and from claims for damages to property, other than to the work itself, which may arise out of or result from Seller's performance of the Services. Seller will provide a certificate of insurance to Buyer upon request. Seller will cause its employees to abide by the safety precautions established by Buyer in connection with the work and communicated to Seller by Buyer.
6. **Buyer's Responsibilities.** Buyer will be responsible for all safety precautions in connection with the performance of the work including providing traffic control and required safety barricades. Buyer will be responsible for acquiring and providing access to the jobsite and all other areas reasonably required for the proper performance of the Services, including all requisite rights-of-way, storage, and staging areas. Buyer will prepare the jobsite as required to enable Seller to properly perform the Services. Buyer will acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the work site is located, including those required for the performance by both Seller and Buyer of their respective obligations under the Order Summary. Buyer will be responsible for the timely procurement of all equipment, supplies and work identified as Buyer's responsibility in the Order Summary. All costs and expenses involved in the performance of the obligations under this Section 6 will be the responsibility of Buyer.
7. **Warranty for Services.** Seller warrants that the Services will be performed by properly trained and qualified fusion technicians, using due care and diligence, and each fused joint will be free of defects in workmanship. Such warranty will continue for a period of one year from the date of the Services. (This warranty applies only to the Services and is in addition to, and not in lieu of, the Product warranty contained in the Standard Terms, which applies only to the Products.) This warranty is conditioned upon Seller's verification of the claimed breach. At Seller's request, Buyer will remove and return the affected joint to Seller for such verification. Buyer's sole remedy under this warranty is as set forth below.

Seller will repair at its own expense any fusion joint that fails as a result of a breach of this warranty upon receipt of written notice from Buyer given to Seller within a reasonable time after the discovery of such failure but in no event later than 14 months from the date of the Services. Alternatively, with Seller's prior approval, Buyer or Buyer's customer may elect to repair the subject joint itself within a reasonable time after the discovery of such failure but in no event later than 14 months from the date of the Services. Provided that Seller verifies the breach and subject to the limitation on Seller's liability set forth below, Seller will pay or reimburse to Buyer or Buyer's customer (subject to presentation of supporting documentation) expenses reasonably incurred to excavate, remove and repair the subject joint and to rehabilitate the surface to its condition

existing immediately prior to such excavation: (i) costs for materials (including freight to ship replacement Products to the jobsite, if required); (ii) costs for services and equipment supplied by third party vendors; (iii) ordinary straight-time wages (exclusive of benefits and employer-paid payroll taxes) payable to employees of Buyer or its customer for the period of time such employees are directly engaged in such excavation, removal, repair, or rehabilitation; and (iv) costs incurred to return the affected joint to Seller. UNLESS OTHERWISE SPECIFIED IN THE ORDER SUMMARY, IN CASES WHERE SELLER PERMITS BUYER OR BUYER'S CUSTOMER TO EFFECT A REPAIR, SELLER'S MAXIMUM OUT-OF-POCKET OBLIGATION IN RESPECT OF ANY SINGLE DEFECTIVE JOINT WILL NOT EXCEED U.S. \$2,500. All claims for reimbursement must be submitted to Seller in writing in reasonable detail within 30 days following completion of repair of any defective joint. Under no circumstances will Seller be responsible to pay for any other costs in connection with such breach, including, depreciation or rental charges for the owned equipment of Buyer or its customer used in connection with the excavation, repair or replacement of the affected joint or the rehabilitation of the surface following such repair; administrative, employee benefits, or any other overhead expenses of Buyer or Buyer's customer; repair or damage arising from use of the subject Product or the failure of any joint; or inefficiency, loss of use, or delay or disruption costs.

THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY FOR THE SERVICES AND IS SUBJECT TO THE LIMITATIONS SET FORTH IN SELLER'S STANDARD TERMS. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.