

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.