

General Terms and Conditions of Sale

These GF Piping Systems USA Terms and Conditions (Rev. 05/2022) supersede all previous Terms and Conditions for Georg Fischer LLC, Georg Fischer Harvel LLC, and Georg Fischer Signet LLC. It is the responsibility of the Distributor, Dealer, or Agent to provide a current copy of these Terms and Conditions to purchasers of Georg Fischer Piping Systems products.

Acceptance of Terms and Conditions

Acceptance by Customer of GF Piping Systems USA, (hereinafter "Seller") offer of Products for sale is hereby expressly conditioned upon Customer's acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Customer's purchase order and/or other documentation which is either conflicting or supplemental, unless promptly after this offer, Customer specifically advises Seller of each term and condition not so accepted and Seller accepts Customer's conflicting and/or supplemental term(s) in writing.

Order Acceptance

Seller reserves the right to accept or reject any order. Possession of a price list by Customer does not constitute an offer to sell.

Credit Approval and Minimum Order Charge

Customer credit approval is required prior to any shipment. The minimum order is \$100 net.

List Price, Discount or Freight Charges, Price Changes

All prices, discount, and freight terms are subject to change without notice. All prices are F.O.B. Seller's factory or authorized warehouse at Seller's discretion. All orders are accepted subject to Seller's price in effect at the time of shipment.

Quotes

All prices provided by the Seller are in US currency and cover only the goods expressly specified. Quotations are valid for a period of seven (7) days unless otherwise specified. HDPE and PVC Pipe pricing is valid unless there has been fundamental change to our cost exposure within the seven (7) day period. Prices set forth are subject to change in accordance with section "List Price, Discount or Freight Charges, Price Changes."

Payment Terms

Net 30 from date the invoice is issued unless otherwise stated in a specific quotation. No unauthorized deductions allowed, such as deductions for pending Return Material Transactions that are subject to review. Seller reserves the right to apply a finance charge to the balance of any past-due invoice (over 30 days from date of invoice) at a rate of 1.5% per month, 18% per annum. Payment terms on fusion machine rentals net 30. See rental agreement for more details.

Taxes

Seller charges Customer for all sales, excise and other taxes and governmental charges Seller is required to collect from Customer. Customers claiming exemption must furnish documentation required by law, which is satisfactory to Seller to permit Seller to refrain from collecting such charges.

Order Changes or Cancellations

Cancellation or modifications of orders may be possible only with prior written consent from Seller. Since all orders are individually entered for processing immediately upon receipt, Seller reserves the right to charge back to the Customer costs incurred from either order cancellation or order modification. Seller also reserves the right to consider all order additions as new orders and subject to all terms and conditions. Seller will not cancel orders for custom or non-cancelable products if Seller has already produced the product or incurred expenses toward producing the product at the time the Customer seeks to cancel.

Delivery

Seller disclaims liability for damages from late deliveries, including without limitation consequential damages or lost profits unless seller assumes liability for such damages in writing when the order is placed.

Excuse of Performance

Neither party shall be liable in any respect for failure to perform hereunder if hindered or prevented, directly or indirectly, by war, national emergency, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, terrorism, pandemics, fire, flood, windstorm or other act of God, strike, lockout or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of such party. Strikes, lockouts, or other labor disputes involving employees of either party shall be deemed to be beyond the reasonable control of such party. Any quantity of product so affected shall be deducted from the total quantity purchased by Buyer. Seller, during any period of shortage due to any of the above causes, may allocate its available supply of product among itself and its customers on whatever basis Seller may deem desirable.

Standard Packaging

Seller will accept orders from Customer exclusively in multiples of the standard packaging quantity or boxed quantity. Seller reserves the right to reject any order that is not a standard packaging or boxed quantity of a Product.

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfps.com under "Downloads & Tools," which supersede and replace these General Terms and Conditions and Warranty Statement. If unable to access this website please request a copy at (714) 731-8800.

Freight

Continental US – Full freight will be paid on the following orders:

1. Pipe \$15,000 net or greater in one of the following categories:
 - a. PPro-Seal
 - b. Contain-It
 - c. Fuseal (1 1/2"–6")
 - d. SYGEF
 - e. PROGEF
 - f. PVC and CPVC, including shapes and rods
 - g. PVC and CPVC, metric
 - h. ABS
 - i. ecoFIT (PE100)
 - j. SeaDrain (1 1/2"–6")
 - k. SeaCor

Combination of the above list of products to meet freight allowance is at the sole discretion of the Seller.

2. Fittings, Valves, & Actuation \$3,000 net or greater

3. COOL-FIT

Pipe	\$20,000 net or greater
Fittings	\$5,000 net or greater

4. LOKX \$15,000 net or greater

Freight allowed orders will be sent by a designated carrier of Seller's choice. Additional charges will be invoiced to Customer for special handling and airfreight when requested. Standard Pipe lengths require long truck beds for shipping and may be shipped separately from valves and/or fittings purchased on the same order. Valves and/or fittings will be shipped using practical shipping methods.

Freight will not be paid on the following orders:

- a. Signet Product
- b. Custom Products
- c. PVC and CPVC Fabricated Fittings 14" and larger
- d. Fuseal Squared, Tanks and Accessories, and Special Fabrications
- e. Fuseal Large Diameter Pipe and Fittings 8" and larger
- f. Double-See
- g. International Orders
- h. Fusion Machines and Accessories
- i. HDPE Pipe
- j. Duct Pipe
- k. Large Diameter EF Couplings 14" and larger
- l. HDPE M.J.'s, Flange Adapters and Flange Rings 14" and larger
- m. HDPE Fabricated and/or Mitered Fittings
- n. INSTAFLEX
- o. iFit
- p. JRG
- q. WAGA
- r. Hycleen
- s. Large Diameter Sea Drain Pipe and Fittings 8" and larger
- t. GF Urecon Products
- u. Stress Less

Unless otherwise specified, shipments are surface, un-insured, prepaid and added to invoice.

Will Call Orders

Buyer will pick up the Products within seven (7) days of Seller's notice that the Products are available at Pickup Location. If Buyer fails to pick up the Products within this seven (7) day period, order will be considered cancelled and Products will be returned to Seller's inventory and are subject to a 20% restocking fee.

Mode of Shipment and Packaging

Seller reserves the right to ship orders in the most economical manner, as long as the product is shipped on or before the promised ship date. If product ships after the promised ship date, Seller may automatically adjust the shipping method to help improve delivery of the delayed shipment, at no additional cost. If Seller pays freight, Seller may hold shipment until all items become available. Customer bears extra cost of non-standard packaging or handling requested by Customer.

Transfer of Ownership

All products are FOB Seller's facility and title of merchandise transfers when product is loaded onto carrier. Claims for damaged merchandise should be made to carrier by Customer.

Non-Conforming Shipments

Customer must notify Seller in writing within 7 days after receipt of shipments not conforming with Customer's order, stating specifically Customer's claim of non-conformity, or Customer is deemed to accept the shipment as is. If Seller is satisfied the shipment is non-conforming, Seller will (i) credit Customer for the price of defective goods or goods shipped but not ordered (including allocated outbound and return freight) upon return of goods; (ii) promptly ship omitted items waiving Seller's new order charges. Customer is required to make timely payment to Seller of any amount, which is undisputed, or not subject to such claims.

Return of Goods for Credit

Seller accepts returns of certain Engineered Piping Products, Valve and Actuation Products, Signet Instrumentation Products, Waste and Containment Products, PVC/CPVC/HDPE Fittings and Accessories for a standard restock charge of 25%. Pipe and Custom Products are not returnable. Products denoted with a caret (^) symbol in front of the part number in the current Master Distributor Price List have a 40% restock and products denoted with an asterisk (*) symbol are non-cancelable/non-returnable. Only products purchased within the past six (6) months, in original "like new" packaging (full carton quantities), of current design, and listed in the current Master Distributor Price List shall be considered for returns. All products qualifying for return are subject to review for marketability (quantities in question in relationship to historical stock movement) before issuance of a Return Material Authorization (RMA) number. Returns due to Seller's product warranty or order entry/shipping error will not be charged a restock fee. Product for credit consideration should be returned to location designated by Seller. All returns are subject to inspection upon receipt. No credit will be issued until the returned material has been inspected, accepted, and processed. Customers will be contacted if quantity differences and/or non-acceptable material are found during inspection. Any credit issued will reflect only quantities



actually received and accepted by Seller. Disposition (return to Customer or scrap) of returned product not accepted back by Seller must be provided by Customer within 10 business days, otherwise it will be subject to disposal. All material returns must be accompanied by a valid Return Material Authorization (RMA) number. RMA numbers may be obtained from the Inside Sales Department. When requesting a RMA, the original purchase order number and date of purchase must be provided. All material returns must be received within thirty (30) days of the RMA issuance. All material returns must be shipped freight prepaid and arrive to Seller's location in saleable condition. No collect shipments will be accepted by Seller. Restock charges and prepaid freight do not apply to warranty defective merchandise or returns due to Seller order entry or shipping errors.

Return of Goods for Warranty Evaluation

When requesting a RMA for material evaluation, Customer must first complete and submit a Material Safety Disclosure sheet and Request for Evaluation form obtained from Customer Service. Material arriving to Seller without a valid RMA number will be returned to the customer/distributor, freight collect. RMA numbers must be clearly referenced on all shipping documents and shipping containers.

Technical Documentation and Intellectual Property

Unless specified otherwise, technical documents such as drawings, descriptions, illustrations and the like constitute only an approximate guide. Seller reserves the right to make any changes considered necessary. Seller expressly reserves any and all intellectual property rights therein.

Warranty and Limitations

Seller's Products are carefully inspected for manufacturing defects; however, it is not always possible to detect hidden defects.

Seller warrants that its products and/or services shall conform to the description of such products or services as provided to Customer by Seller through Seller's catalog, analytical data or other literature.

THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE – WHICH ARE HEREBY DISCLAIMED.

Seller's warranties made in connection with the sale of Products shall not be effective if Seller has determined, in its sole discretion, that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller does not warrant any Products or Services obtained through an unauthorized Distributor, Dealer, or Agent.

Disclaimer of Seller Warranty on Products Manufactured by Others

Products not manufactured by Seller are covered, if at all, by the original manufacturer's warranty, copies of which are available on Buyer's request. Seller makes no warranty or representation whatsoever, express or implied with respect to products not manufactured by Seller. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO SUCH PRODUCTS IS HEREBY DISCLAIMED.**

Limitations of Remedy

Seller's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be repair or replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions.

SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, OR IN CONNECTION WITH ANY SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE, ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT OR SERVICE, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE.

Any and all claims of Customer against Seller must be brought within one (1) year of Seller's tender of delivery, regardless of their nature.

Services

In the event Seller provides any technical or other information, advice, suggestions, assistance, work, training, or services of any kind to Buyer ("Services"), whether or not for a fee, **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO SUCH SERVICES, EXCEPT AS STATED IN THESE TERMS AND CONDITIONS.** The willingness of Seller to provide the Services is based upon Buyer's acceptance of and agreement to the terms, conditions, and obligations set forth herein and in any related Service Agreement signed by Buyer.

Welder Certifications

Training and certifications, for example, Level I, II, III (Welder Certifications) are provided based on the agreement of Buyer to follow and conform to all instructions, recommendations, and requirements of such certifications and related training. Buyer shall indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) resulting or arising from the acts or omissions of Buyer, its directors, officers, employees, agents, suppliers, customers, parents, affiliates, subsidiaries, successors and assigns (all collectively referred to herein as "Buyer") related to or arising from Welder Certifications, or the performance of any related work by Buyer. The foregoing shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Seller for any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to Seller's negligence or willful misconduct.

Export Law Compliance

Buyer represents that Products will not be diverted, transshipped, exported or re-exported to any country whatsoever, except in accordance with all applicable United States laws and regulations, including, but not limited to the Export Administration Act of 1979, and regulations issued thereunder.

EU GDPR Compliance

Seller affiliates are subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when acting as a controller or processor of personal data of an individual data subject located in the European Union, as those terms are defined in the GDPR. Buyer acknowledges and agrees that it may be acting as a processor of personal data for Seller or its affiliates and that all

applicable requirements of the GDPR are incorporated by reference herein. Buyer agrees to process personal data received from Seller or its affiliates only in accordance with Seller instructions and only in compliance with GDPR. Buyer further agrees to comply with all applicable requirements of the GDPR to the same extent as required for Seller.

Assignment

Customer may not assign its rights under or interest in any purchase order without the prior written consent of Seller. These terms and conditions of sale shall be binding upon and inure to the benefit of Customer and Seller, their successors and permitted assigns.

Applicable Law

The sale and purchase of Products and/or Services shall be governed by, and these terms and conditions shall be interpreted in accordance with the laws of the State where the Products purchased hereunder are manufactured or Services purchased hereunder are performed. All disputes hereunder shall be resolved in courts of competent jurisdiction located within the State where the Products sold or Services performed hereunder are manufactured or performed. The parties hereby waive the right to trial by jury.

Relationship of the Parties

The relationship between the parties shall be that of Seller and independent contractor. Neither Party shall be the agent of the other or have authority to act on behalf of the other party, except in a manner and to the extent provided herein or otherwise agreed to in writing. There is no special relationship between the parties or between Seller and any customer of Buyer. This Agreement creates a contractual relationship among the parties hereto, and creates no other relationship, including but not limited to a franchise, partnership, dealer, joint venture, agency, or any form of fiduciary or special relationship. Buyer agrees that it will never represent itself to third parties as having any relationship with Seller other than that of independent contractor.

Entire Agreement

These terms and conditions constitute the entire and complete agreement between Seller and Buyer concerning the sale and purchase of Products or Services. Neither party shall claim any modification, amendment or release from any of these terms and conditions unless the parties have entered into a mutual agreement to that effect, signed by Buyer and Seller.