

CONTAINMENT SOLUTIONS, INC. & CONTAINMENT SOLUTIONS SERVICES, INC. GENERAL TERMS AND CONDITIONS OF SALE - (Including Warehouse Sales)

All orders are subject to Terms and Conditions of Sale stated in (1) specific contracts, (2) product price sheets and warranties and (3) these General Terms and Conditions of Sale which, in the event of any inconsistency, shall have priority in the order stated.

1. GENERAL.

- This Proposal Terms and Conditions shall be construed as an Offer to sell goods and services to you ("Buyer"), based on the terms and conditions set forth herein. This Offer may be accepted only by noting Buyer's acceptance of it in the space provided below. No acceptance which varies the terms of this Offer or proposes additional or different terms is effective unless expressly approved by Containment Solutions, Inc. or Containment Solutions Services, Inc. as appropriate ("CSI") in writing. Unless specifically agreed otherwise, the Buyer's acceptance of CSI's Proposal ("Proposal") shall constitute acceptance of the proposal Terms and Conditions as stated herein.
- Any previous offers made by Buyer for the purchase of goods or services are hereby rejected. This Offer further constitutes the rejection of any additional proposed terms, regardless of whether such additional proposed terms have already been submitted by Buyer, or are later communicated by Buyer.
- All shipments or services provided to Buyer are considered to have been made pursuant to this Offer and are expressly limited to the terms of the Proposal Terms and Conditions.
- CSI will sell only the goods, services, equipment or materials specifically set forth in the Proposal and any modifications or revisions agreed to, in writing, by CSI. CSI undertakes no responsibility for furnishing any other goods, services, equipment, data or materials shown in any plans or specifications or specifications incorporated directly or by reference in the Buyer's Purchase Document.
- CSI's Proposal Terms and Conditions, once accepted by Buyer, will constitute a contract hereinafter referred to as the Agreement. If this Offer is accepted, no other terms or conditions, verbal or written, will become terms of the Agreement other than those expressly stated within this Offer.

2. TERMS OF PAYMENT.

- Unless otherwise specified, the net purchase price shall be payable in full thirty (30) days from date of invoice or delivery, whichever is earlier, provided that no invoice will be rendered prior to shipment, and will be paid in U.S. Dollars. If shipment of the goods is made in units or lots, payment for each unit or lot shall be due on shipment of each unit or lot in an amount equal to the percentage of the total purchase price represented by that unit or lot or the listed unit or lot price established in the Agreement if unit or lot prices are listed.
- Payment for goods destined to foreign countries shall be made through an irrevocable letter of credit to be established by the Buyer at Buyer's expense. All letters of credit shall be drawn upon a bank in the United States satisfactory to Seller.
- The price does not include drawings or instruction books unless specifically itemized.
- If Buyer requests that CSI hold or warehouse goods thirty (30) days beyond originally scheduled ship date, Buyer will pay CSI a sum to include all storage charges and moving and handling expenses to and from storage, damage and storage materials in connection with storage of goods. In addition, Buyer will pay the total purchase price within fifteen (15) days from the date the Buyer is notified that goods are ready for delivery. If Buyer cannot take delivery after the above thirty (30) days period, Buyer will be presumed to have abandoned the Goods waiving all its rights, and title to the Goods shall vest in CSI free from all claims. Accordingly, CSI will dispose of the stored Goods in any manner it deems appropriate.
- Accounts past due shall bear interest at the lesser of: 1) the rate of one percent (1%) per month; or the maximum legally permitted rate of interest of the governing law jurisdiction of the Agreement. If it is necessary to engage legal counsel or collection agent with regard to a past due account, CSI will be entitled to collect all costs, expenses and attorney's fees.

3. TITLE AND USE.

CSI hereby warrants that it is the lawful Owner of any goods, materials or equipment proposed to be sold and that it will have a good title to such goods, materials, or equipment with the full right to sell and convey the goods. However, CSI makes no representation or warranties as to the effectiveness or performance of such goods, materials or equipment other than as may hereinafter be provided.

4. DELIVERY AND RISK OF LOSS.

Unless otherwise specifically agreed, all sales will be made FCA (Incoterms 2020) CSI's place of business as specifically identified in the Proposal. The Buyer will pay all costs of shipment and any payment by CSI of freight or other charges shall be for the account of the Buyer and shall not extend the obligations of CSI with respect to delivery. Risk of loss or damage shall pass to the Buyer on delivery to the carrier at CSI's plant, notwithstanding any provisions for payment of freight or insurance by CSI, or the form of the shipping documents. If the Buyer desires any particular mode or routing of shipment, Buyer shall so notify CSI of full details in writing. If Buyer expresses shipment mode or routing which imposes a burden upon CSI, CSI may, in its sole discretion, so inform Buyer, in writing, and require Buyer to arrange for delivery.

5. SECURITY INTEREST.

The Buyer grants to CSI a security interest in any goods, materials or equipment ("Collateral") which will be purchased hereunder as security for the performance by the Buyer of all obligations due CSI. The Buyer agrees to protect and maintain the Collateral by all reasonable means and not to sell any part of the Collateral or any interest of the Buyer in the Collateral except with the prior written consent of CSI. If Buyer defaults, CSI may exercise all rights and remedies as secured party for Seller under the Uniform Commercial Code, provided, however, provisions herein shall in no way limit any other rights of CSI in the event of Buyer's default or failure to make payment. Buyer further grants CSI the authority to execute and file any and all necessary financing statements to enable CSI to perfect its security interest granted herein by filing or other public notice, and will cooperate with CSI's reasonable request for information and documentation which CSI deems necessary to protect, preserve, perfect, and/or prioritize its security interest. CSI shall retain all lien rights against Buyer and the project.

6. BUYER'S CREDIT.

If the financial responsibility of the Buyer is materially adversely changed or otherwise becomes impaired or unsatisfactory to CSI, or the Buyer defaults under any contract with CSI, advance cash payments or satisfactory security shall be given by the Buyer upon demand by CSI, and shipments will be withheld until such payment or security is received.

7. TAXES.

All increases in, and all new taxes, excises, or other government charges which may hereafter be imposed on the production, sale or transportation of the materials, which are to be sold and which CSI may be required to pay, shall become part of the price payable to the Buyer. Unless separately stated, all prices are to be quoted, all orders accepted, and all billings rendered exclusive of all federal, state and municipal taxes of any kind. Except where required by law, Buyer agrees to reimburse CSI for all such taxes where the applicable law requires CSI to report and pay said tax. CSI is not to report, collect or pay any tax which may be imposed and Buyer is to report and pay all taxes so imposed and is to hold CSI harmless therefrom.

8. PRICE.

Unless stated otherwise, the Proposal shall remain valid for a period of thirty (30) days from the Proposal date. The purchase price for the goods or services as proposed shall be as set forth in this Agreement. The purchase price for the goods or services as proposed has been calculated based on the current prices of the raw materials, and fuel, however, the market price for raw materials and fuels is volatile. Should there be an increase in the prices of raw materials and/or fuel, CSI may increase the cost of goods, services, and/or transportation and freight accordingly, and Buyer agrees to pay that cost increase to CSI.

9. FORCE MAJEURE.

CSI is not to be liable for delays in delivery or failure to manufacture due to ship load or causes beyond its reasonable control, whether or not such causes are foreseeable such as acts of God, acts of Buyer, acts of civil or military authority, fires, floods, inclement weather, epidemics, strikes, lockouts or other labor or industrial disturbances, quarantine restrictions, war, riot, government regulations, delays in transportation, car shortages, inability due to causes beyond its reasonable control to obtain necessary labor, materials, manufacturing facilities, delays of subcontractors or suppliers and failure of any subcontractor or supplier to perform.

10. CANCELLATION OF AGREEMENT.

Buyer may not cancel this Agreement except with the written consent of CSI. CSI will not be required to permit Buyer to cancel the Agreement. In the event the Buyer is permitted by CSI to cancel an order after production has begun, Buyer will be subject to a 75% cancellation charge. In the event the Buyer is permitted by CSI to cancel an order before production has begun, Buyer will be subject to a \$825.00 cancellation fee to cover expenses associated with processing the order and cancellation, and Buyer will also be subject to any special materials costs for special made-to-order (MTO) projects.

11. RETURN OF MERCHANDISE.

Merchandise is not to be returned without written permission from CSI. CSI is under no obligation to provide written permission, and may withhold it, on a case by case basis, within its sole discretion.

12. JURISDICTION, VENUE AND GOVERNING LAW.

This agreement is made with reference to and shall be construed in accordance with the laws of the State of Texas. If a dispute arises under this Agreement, the parties agree that jurisdiction and venue shall be in the courts of the State of Texas located in Montgomery County. Jurisdiction and venue as set forth shall be exclusive. Buyer consents to service of process in the manner provided under the Texas Long-Arm Statute, Texas Civil Practice and Remedies Code §§ 17.041 - 17.045.

13. WARRANTY.

Seller warrants that Goods manufactured by Seller and supplied hereunder when properly installed, used, and maintained shall be free from defects in material and workmanship for (1) year from the date of original delivery, unless otherwise specified in the Special Warranty applicable to the specific product and application found on Seller's website specified below.

The foregoing warranty does not extend to tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage of fluids not included in the above mentioned conditions, servicing or lack thereof, maintenance or lack thereof, or operation in excess of their rated capacity, contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of C.S.I.

C.S.I. does not warrant any installed product, component, or parts manufactured by others. All consumable parts including but not limited to gaskets and o-rings are excluded from this warranty. Third party repairs or modifications of any kind shall void this warranty

- In the case of goods having a special written warranty, that particular warranty shall apply. Otherwise, please refer to the CSI website with regard to the product purchased at <http://containmentsolutions.com/limitedwarranties> for the warranty applicable to your purchase.
- In the case of services, CSI will provide a one-year warranty from date of completion, limited to its actual service work. In no event shall CSI warrant or be liable for the goods serviced.
- THE AFOREFERENCED WARRANTIES ARE BUYER'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. CSI HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES OF DESIGN, FITNESS FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY. C.S.I.'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT OUR OPTION, (I) REPAIR OF THE DEFECTIVE TANK, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE TANK FROM C.S.I., OR (III) DELIVERY

OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT TANKS WILL BE PROVIDED BY C.S.I. AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED TANKS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW TANK. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF C.S.I. AS SET FORTH HEREIN. C.S.I. SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. C.S.I. SHALL HAVE NO LIABILITY FOR TANK INSTALLATION OR REMOVAL COSTS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. IN NO EVENT SHALL CSI'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE TANK WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES C.S.I.'S EXCLUSIVE OBLIGATION AND C.S.I. MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY C.S.I. OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

- All warranties become effective upon the date of original delivery of goods or service. Payment out of terms will result in the warranty being suspended until such time as the invoice is paid in full.

14. LIMITATION OF LIABILITY.

- No liability whatsoever shall attach to CSI until the goods and services at issue in this Agreement have been paid for in full.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.
- In no event shall CSI be liable for any damages, whether direct, indirect or consequential, resulting from failure to perform or delay in performing any obligations under this Agreement whether or not any damages are foreseeable. If CSI is unable to deliver the materials or equipment ordered under this Agreement, Buyer's sole and exclusive remedy shall be to cancel this Agreement and receive a refund of any amounts paid to CSI for goods which will not be delivered. CSI shall not be deemed unable to deliver for delays arising due to raw material shortages or increased demand.
- A cause of action for breach of this Agreement, or as to price, quantity or quality must be commenced by Buyer within eighteen (18) months from the date of delivery of the goods provided for herein.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CSI'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, DEMANDS, JUDGMENTS, FINES, PENALTIES, AWARDS, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) SHALL BE CAPPED AT 100% OF THE VALUE OF THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. In no event shall CSI be liable for indirect, special or consequential damages of any nature. CSI's liability for late delivery shall be capped at 5% of the P.O. price and shall be its sole liability for late delivery.

15. INDEMNIFICATION.

Buyer will indemnify and hold harmless CSI, and its directors, officers, employees, agents, shareholders, subsidiaries, and affiliates (collectively, "the Indemnified Persons") against all claims, lawsuits, losses, liabilities or damages (including attorney fees and costs) arising from or in connection with the performance of this Agreement and the goods and services provided hereunder, including but not limited to the Buyer's or any third party's design and specifications of such goods, the installation of goods or placement of goods in the proper environment, the maintenance, repair, inspection, or alteration of such goods, the use of such goods, and any and all claims stemming from Buyer's negligence, breach of this Agreement, violations of laws, or omissions. The indemnification provided in this section will be applicable whether or not such claims, lawsuits, losses, liabilities or damages arise out of personal injury or death or property damage and will apply whether due to defects in the goods or to the gross negligence of Buyer, its affiliates, officers, directors, employees or agents, or any third party.

16. PACKING.

Unless a preferred packing method is specified, all of the equipment is to be packed for shipment and storage in accordance with standard commercial practices for goods of the same type. Provisions for special handling, preservation, waterproofing, weather and hazard protection and the like will be made only upon written request of the Buyer and if made, will be subject to reasonable charges by CSI for all additional costs.

17. INSPECTION.

Inspection of equipment in CSI's plant by Buyer or Buyer's representative will be permitted provided, however, prior to inspection Buyer will make necessary arrangements with CSI to minimize disruption of CSI's production activities. CSI reserves the right to restrict access to its plants by Buyer's representatives.

18. CHANGES.

No changes shall become effective until made in writing and signed by Buyer and CSI specifying the changes in the Scope of the Work, adjustment of delivery date and change in the purchase price or terms of payment. Provided, however, if CSI makes any changes requested by Buyer, its agents or inspectors prior to execution of a written change order, CSI shall nevertheless be entitled to an equitable adjustment to the delivery date, purchase price and terms of payment prior to shipment or completion. Any agreement by CSI to make changes or amendments to this Agreement will not set a course of dealings between CSI and Buyer, and will not prevent CSI from later requiring strict compliance with the terms of this Agreement.

19. TOOLING AND MOLDS.

All tools, dies, patterns, molds and similar items required to produce the goods shall remain the property of CSI.

20. ATTORNEY FEES.

The prevailing party in any action shall have the right to recover its reasonable costs, expenses and attorney's fees.

21. ASSIGNMENT.

Neither party shall assign its rights under this Agreement except that CSI may subcontract portions of the work to be performed under this Agreement and may assign its right to receive payment under this Agreement to its lenders.

22. OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS.

Drawings and specifications developed by CSI shall remain the property of CSI. Buyer may retain copies of drawings and specifications for use in connection with goods purchased under this Agreement. Buyer shall not use the drawings and specifications for any other use including duplication of goods, and shall not disclose the drawings or specifications to any third party without the written permission of CSI. The goods, equipment and materials, including all applicable ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into such goods, equipment or materials, and all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing are the proprietary and intellectual property rights and trade secrets of CSI, having significant commercial value to CSI. No intellectual property or other ownership rights to any goods, equipment or materials are transferred to Buyer by virtue of these Terms. All rights not expressly granted herein are reserved to CSI.

23. DELAYS IN PROSECUTION OF THE WORK.

- The proposed price is based on a timely and continuous prosecution of the work. Buyer shall be responsible for such additional costs and/or delays as may be incurred by CSI resulting from Buyer's failure to approve drawings promptly or give the necessary releases to purchase materials and proceed with fabrication and shipment, as well as any other Buyer/Owner delay.
- Should Buyer request a hold in fabrication, all costs associated with removal of order from production, storage, rescheduling, reconditioning, restoring equipment to production after removal of Buyer's hold, etc. shall be for Buyer's account. CSI assumes no responsibility whatsoever for any delay or the consequences thereof, in restoring order to production.

24. BACK CHARGES.

Any repairs, or other work ordered by the Buyer without consulting CSI and allowing CSI to conduct the work, if necessary, shall be at the Buyer's own expense. No claim or back charges will be honored by CSI for any reason if CSI was not given the opportunity to 1) determine that the work needed to be done, 2) conduct the work by CSI's personnel or 3) make arrangements for suitable personnel to conduct the work.

25. REGULATORY COMPLIANCE.

CSI and Buyer shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the parties, the goods and/or the worksite where the work in connection with the Agreement and the relevant Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require CSI or Buyer to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of CSI's or Buyer's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of CSI or Buyer. By acceptance of delivery of goods or performance of services under this Agreement, Buyer warrants and certifies that goods acquired from and/or goods serviced by CSI will not be sold, exported, reexported, transferred, consigned, leased, rented, diverted or otherwise disposed of in violation of: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations (ITAR); (iii) the provisions of the Chemical Weapons Convention; (iv) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; or (v) any other applicable laws and regulations. Buyer further warrants and certifies that it shall not directly or indirectly sell, export, reexport, transfer, consign, lease, rent, divert or otherwise dispose of the products to, via, or for the use by or benefit of any person, entity, country or countries (including any territory of such countries, territorial waters or other areas over which such countries assert jurisdiction or economic rights), or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In the event of a conflict of laws, please contact CSI Corporate Compliance. If CSI believes in good faith that Buyer has breached any provision of this section 25, CSI shall have the right to immediately terminate this Agreement and any Order upon notice to the Buyer. Buyer shall indemnify, defend and hold CSI harmless from and against any claim incurred in connection with Buyer's breach of any of the provisions of this section 25.