



Customer Name >	
Customer Address >	
Customer Contact >	
Date >	

All MTube® Liners will be manufactured using a polypropylene coating. 102TA filled polyester resin will be used on all MTube® Liner Wet Out unless specified otherwise below.

Diameter (Inches)	Thickness (mm)	Wet Length (Feet)	Dry Length (Feet)	Loading Sequence (1, 2, 3 from First Load to Last Load)	Unit Price Dry	Unit Price Wet	Extended Price

Inversion Cure System	
<input type="checkbox"/> Water	
<input type="checkbox"/> Accelerated Water	
<input type="checkbox"/> Steam	

Resin Type	
<input type="checkbox"/> Neat PET	
<input type="checkbox"/> Filled PET	
<input type="checkbox"/> Other	

NOTES / COMMENTS (IF ANY)	

Requested Pick-Up Date >	
Shipping Instructions >	
Ordered By >	

TERMS AND CONDITIONS

- GENERAL :** THIS PURCHASE ORDER / CONFIRMATION OF PURCHASE ORDER (ORDER) TO SELL THE ABOVE PRODUCT(S) IS EXPRESSLY CONDITIONED UPON CUSTOMER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. THESE TERMS AND CONDITIONS GOVERN THE SALE OF GOODS DESCRIBED IN THIS ORDER TO THE EXCLUSION OF ANY CONDITIONS IN CUSTOMER'S PURCHASE ORDER. CUSTOMER'S RECEIPT AND ACCEPTANCE OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE SUCH AGREEMENT. IF CUSTOMER DECLINES THESE TERMS AND CONDITIONS THIS ORDER IS CANCELLED AND BECOMES NULL AND VOID AND NO OBLIGATIONS WILL BE OWED TO CUSTOMER BY SELLER.
- TRANSPORTATION COSTS; SALES AND USE TAXES :** Transportation costs and applicable sales and use taxes, if any, are the responsibility of and to the account of Customer. Submit tax exemption certificate with this Order if applicable.

Customer's Initials _____



- 3. **DELIVERY TERMS** : Delivery terms are EXW manufacturing or wet out facility, as applicable (Incoterms 2000), unless other delivery terms have been specifically agreed in writing by the parties. Seller reserves the right to make delivery in installments and each such installment shall be paid for as invoiced. Delivery dates are only indicative and will be observed as far as circumstances reasonably permit. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries and shall not give rise to any liability on the part of Seller. Seller reserves the right to apply a surcharge to any rush order.
- 4. **DISCLAIMER OF LIABILITY** : Seller is not liable for goods improperly handled, stored or damaged in transit. Seller is not liable for goods not timely picked up at the appropriate manufacturing or wet out facility by Customer or Customer's carrier. Customer becomes obligated to pay for wet-out goods at the time the goods are wet-out (saturated or injected with resin). Seller is not liable with respect to any premature exotherm after goods are made available to Customer or Customer's carrier.
- 5. **TECHNICAL ADVICE** : Seller is not liable for any technical advice given or results obtained therefrom, all such advice being given and accepted at Customer's sole risk. Customer shall be responsible for making its own tests and verifications before applying such technical advice.
- 6. **WARRANTIES** : Seller warrants title and that goods sold hereunder shall conform to Seller's standard specifications for goods of the kind being sold. As installation conditions, experience and techniques differ greatly, Seller excludes all warranties of any kind, express or implied, with respect to the goods sold under this Order as to merchantability, fitness for a particular purpose or any other matter with respect to the goods whether used alone or in combination with other products. Seller has not provided any design specifications and relies entirely on Customer's specifications; accordingly Seller does not warrant the design.
- 7. **CLAIMS** : Any claim for shortage of goods must be made within ten (10) days after Customer's receipt of the goods. All other claims, including claims for alleged defective goods, must be made within ten (10) days after Customer learns of the facts on which such claim is based, but in no event later than sixty (60) days after Customer's receipt of the goods. All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. No claim will be allowed or returned goods accepted if the goods have been treated or processed in any manner, except upon proof satisfactory to Seller of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within ten (10) days after such defect becomes apparent.
- 8. **LIMIT OF LIABILITY** : Seller's liability for any and all losses or damages to Customer resulting from defective goods or from any other cause shall be limited in all cases to the lesser of (i) US\$5,000 or (ii) the purchase price of the particular goods with respect to which losses or damages are claimed plus any transportation charges paid by Customer for shipment of the goods to Customer, OR, at Seller's option, its liability shall be limited to the repair of defective or damaged goods or providing replacement goods to Customer. Transportation charges for the return of goods shall be paid by Seller only if such return is requested by Customer and Seller agrees, in writing, to said return. Seller shall in no event be liable for any indirect or consequential damages or losses. Customer assumes responsibility for and shall indemnify Seller against liability for any personal injury and/or property damage arising out of the handling, possession or use of the goods by Customer.
- 9. **PAYMENT** : If Customer fails to pay any payment when due, Customer will be in default for all outstanding invoices without further notice. Without prejudice to any other rights or remedies of Seller, Seller shall have the right to cancel further deliveries and to charge interest on all overdue amounts at the rate of one and one half per cent (1.5 %) per month. In addition, Customer shall reimburse Seller for all administrative and legal expenses incurred by Seller in the collection of the amounts payable.
- 10. **TERMINATION** : If payment is not received by the due date, or if Customer : shall or has become insolvent; shall be declared bankrupt; shall be subject of proceedings under insolvency or bankruptcy law; or shall make an assignment for the benefit of creditors; then Seller reserves the right to consider all outstanding orders cancelled, without having to give notice of default. Any installments paid may be retained by Seller by way of damages or interest. Seller shall have the right to enter Customer's premises where any goods for which Customer has not made payment are stored in order to take possession of and remove the goods.

Customer's Initials _____



11. **FORCE MAJEURE** : Deliveries may be cancelled by Seller without liability in case of Act of God; war; riots; fire; explosion; flood; strike; lockout; injunction; inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities; accident; malfunction of machinery or apparatus; national defense requirements; or any other cause beyond the reasonable control of Seller, which prevents or hinders the manufacture or shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Except to the extent of cancellation of deliveries or allocation of supply hereunder, Customer's outstanding order(s) shall remain unaffected.
12. **PATENTS & TRADEMARKS** : Customer expressly assumes all risks of patent or trademark infringement by reason of its use or sale of the goods, either alone or in conjunction with other materials.
13. **APPLICABLE LAW; ENTIRE AGREEMENT** : This contract is to be construed according to the laws of the State of Mississippi, excluding the choice or conflicts of laws provisions thereof. Any controversy or claim ("Claim") arising out of or related to this Order, or any breach under this Order, shall be settled by consultation between the parties. In the event of failure of such consultations within sixty (60) days (unless otherwise extended by mutual agreement of the parties) after receipt of the written notice of such Claim, then any such Claim shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be governed by the United States Arbitration Act to the exclusion of any provision of state law inconsistent therewith or which would produce a different result. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration shall be held in Memphis, Tennessee. There shall be one arbitrator who shall have no jurisdiction to award punitive or exemplary damages. The arbitrator shall determine the Claim(s) of the parties and render a final award in accordance with the substantive law of the State of Mississippi, excluding the conflicts provisions of such law. In the event that any arbitration is instituted to enforce any provision of this contract, and/or to remedy, prevent or obtain relief from a breach of this contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in any such arbitration, including any and all appeals or petitions therefrom. This Order constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by an authorized representative of both parties.

Customer's Initials _____