

General Terms and Conditions of Purchase:

1. **Inspection and Rejection:** Buyer has the right to request quality and quantity inspection by buyer representative and/or independent inspector prior to shipment from plant and at customs bonded warehouse in USA. Materials rejected as non-conforming to this purchase order, quality certificate, or Ameritube approved inspection/test plan, or as otherwise defective, shall be returned at Seller's expense, including transportation and handling costs and at Seller's risk. Seller shall pay the cost of inspecting and testing goods that were rejected. Upon request of Buyer, Seller, at its sole expense, shall replace all or any part of any material or equipment rejected. Ameritube reserves the right to test the chemical composition of each hollow to confirm the material test reports and can reject a tube or the entire shipment for not meeting the chemical specifications, or the entire lot.
2. **Quantity:** - Shipment must equal exact amounts ordered unless otherwise agreed by the Buyer in writing. Goods shipped in excess of quantity designated in this order may be returned at Seller's expense and risk. Goods shipped less than quantity designated may be replaced by Buyer at Seller's expense.
3. **Marking:** Material must be identified by heat number, Ameritube PO# must be on the tags, no indications or marks of foreign mill on tube, quality certificate must contain statement that no inclusions of voids are present in the material and that there is no mercury contamination. Traceability between heat number and each individual piece of tube must be maintained, either through marking on the tube, tags on an entire wrapped bundle, or tags on each individual tube. Loss of traceability can cause rejection of the entire order.
4. **Delivery Condition:** DDP Hillsboro, TX Ameritube Plant unless otherwise specified.
5. **Packaging:** Stretch Wrap in bundles, shipped in ocean containers when shipping raw material hollows, ship in boxes when finished tubing.
6. **Material Test Reports:** Quality certificates must be stamped and signed by supplier Quality Manager confirming all quality requirements above and as per the purchase order. Ameritube reserves the right to test the chemical composition of each hollow to confirm the material test reports and can reject a tube or the entire shipment for not meeting the chemical specifications, or the entire lot. Seller must send a sample piece from each heat for chemical composition analysis and all results of optical emission spectrometry to be attached to material test reports.
7. **Documents Required:** Original Bill of lading, Quality certificate per heat, packing list, certificate of origin
8. **Changes:** The Buyer shall have the right to make, from time to time, changes to packing, testing, destinations, specifications, designs, and delivery schedules. Seller shall immediately notify the Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment in prices.
9. **Force Majeure:** Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying.
10. **Waiver:** Neither any failure nor any delay on the part of the Buyer in exercising any rights, power or privilege hereunder, or under any document instrument delivered or executed pursuant hereto, shall operate as a waiver thereof.
11. **Conflicting Terms:** If terms of this Purchase Order conflict with Seller's invoice as rendered, or Seller's Sales Order, Seller agrees that this Purchase Order shall control.

12. **Governing Law:** The validity, interpretation, and performance of this order with respect to goods delivered or to be delivered under this order shall be governed by the laws of the State of Texas.

Specific Terms and Conditions

1. A copy of this order must be acknowledged and returned within 2 days of the issuance to validate this contract. Supplier's performance of any portion of the scope specified in this purchase order shall constitute acceptance by supplier of each and every item of the purchase order and associated documents.
2. All purchase/change orders require the authorized signature of an Ameritube Officer. The goods and services ordered herein must be in accordance with the referenced purchase order and attachments hereto. Failure to follow the provisions of the purchase order will result in rejection of the goods & services provided by the supplier.
3. If this purchase order is for shipment of goods then the shipper bears undivided responsibility for risk of loss. The shipper represents to Ameritube that he has appropriate insurance with a reputable carrier for the value of the goods and that the goods being shipped under this authorization are covered by the insurance policy held by the shipper.
4. Invoices will not be paid unless purchase order has been duly acknowledged by the supplier's authorized representative and legible copies of all applicable paperwork (such as CMTRs, test reports, all shipping papers [packing slip, bill of lading or waybill, tracking no., etc.]), are provided to the above Ameritube address.
5. A complete copy of the above paperwork must also accompany the shipment of goods. Time is of the essence for this acquisition. By acknowledging this order, the supplier represents that he or she has the necessary resources to deliver the ordered goods & services of acceptable quality as specified herein. Failure to meet the quality or delivery requirements of this order will result in damages to Ameritube with resultant flow-down commercial consequences to the supplier.

All invoices must be submitted electronically to tx@ameritube.net! This purchase order is conditional on strict compliance with EPA's regulations, as applicable, in the execution of the Work by the supplier. Sound stewardship of the environment and full compliance with OSHA requirements for worker safety by the Supplier are mandatory predicates for this purchase order.