

PROTECTOPLAS COMPANY

Division of Ebco Inc.

3500 CRANE CENTER DRIVE STREETSBORO OH 44241 USA (330) 562-8265 FAX: (330) 562-2560

Sec. A) GENERAL TERMS AND CONDITIONS

- 1) Standard payment terms as quoted on face are subject to credit approval.
- 2) A service charge of 1 ½% per month, 18% APR, will be charged on the outstanding balance of overdue accounts.
- 3) Quotation is subject to acceptance within 15 days after date of quotation.
- 4) Our quotation represents our best interpretation of your plans and specifications. Any deviation from our quote may result in an increase or decrease in price.
- 5) No state or local taxes are included in price unless otherwise specified on order acknowledgement or invoice.
- 6) Prices do not include installation unless otherwise specified.
- 7) All shipments F.O.B. our plant and freight collect unless specified otherwise.
- 8) Prepaid freight shipments, transportation and travel expenses are subject to a 15% surcharge unless prepaid by customer.
- 9) Retainage fees will not be accepted unless specifically agreed upon.
- 10) All disputes shall be settled in the State of Ohio, Portage County.
- 11) Certain fabrications may require a partial payment with order.
- 12) We are not authorized to collect sales tax outside the State of Ohio. It is customer's responsibility to pay all state and sales taxes, if applicable.

Cancellation Fee: In the event that purchaser requests or causes a cancellation of any order, purchaser agrees to pay to Protectoplas a cancellation fee equal to 15% of the invoice amount of said cancelled order. In addition, purchaser agrees to indemnify or reimburse Protectoplas for actual costs, expenses and/or charges incurred up to and including the date of cancellation in connection with the manufacture or procurement of the goods or equipment being cancelled.

Title and Lien Rights: All goods and equipment shall remain personal property regardless of how affixed to any realty or structure until the price for said goods and equipment has been fully paid in cash. In the event of purchaser's default, Protectoplas shall have the right to repossess such goods and equipment.

Standard Warranty: Protectoplas warrants products of its own manufacture against any defect in material or workmanship under normal use and service for a period of (1) year from date of shipment. Certain products may have warranties beyond (1) year if specifically agreed upon. The warranty period starts at the time of delivery of the product.

Warranty Qualifications: This warranty is void unless the purchaser: (1) provides protective storage for the goods or equipment when received, (2) installs and/or maintains such goods or equipment in accordance with published instructions provided by Protectoplas and (3) pays all invoices in full.

Return credit will not be allowed, nor shipment accepted on any goods or equipment returned unless authorized by Protectoplas in writing. All returned goods must be shipped via prepaid transportation. **ALL ELECTRONIC ITEMS ARE NOT RETURNABLE.**

Sec. B) FIELD SUPERVISION TERMS & CONDITIONS

- 1) The field supervisor shall direct the installers in the proper handling and installation procedures of the lining system. This shall include:
 - A) Determining if surface condition of support vessel and tank wall is satisfactory. This does not include structural conditions.
 - B) Installation of backing, proper placement of the liner in the tank, procedures to unfold the liner, raising of the liner & fitting of the liner in the support vessel.
 - C) Supervisor will do field welding, (hot air & solvent welds) of joints as required.
 - D) Determine if weather conditions are satisfactory for outdoor installations.
- 2) The supervisor is a temporary employee of the installer. Protectoplas Company does not assume any liability for the installation or any and all other work performed by 3rd parties.
- 3) All labor charges for supervision are portal to portal.
- 4) Customer is responsible to pay the per diem labor rate while the supervisor is on the site even though he may not be able to perform his duties due to improper field conditions, including weather.

ACCEPTED BY: _____

Standard Terms and Conditions

- 5) Supervision is defined as "a competent person, as designated, which whom has performed similar type of work on previous projects conducted by Protectoplas Company".
- 6) The provided supervisor shall be onsite during crucial points of installation processes for instructional purposes only. All work shall be performed by others unless otherwise agreed upon and formalized in writing.
- 7) All Protectoplas employees will follow guidelines for safety set forth by customer. All employees are to wear protective clothing and equipment as detailed by customer's safety program. If Protectoplas does not own the required protective equipment the customer shall supply proper equipment required to perform agreed upon work. In the event that an employee is in violation of said safety program, and that employee, along with Protectoplas, has been provided with all safety documentation pertaining to the specific required work or other, the customer can contact Protectoplas to ask for employee removal from jobsite.
- 8) Protectoplas shall provide (1) hard and (1) electronic copy of all documentation at customer's request. If any portion of required documentation is not on file with customer it is the customer's responsibility to notify Protectoplas to comply. If work is preformed or takes place while said documentation is absent from customer's records, Protectoplas will assume that the documentation is not required or has already been provided to customer satisfaction to perform work agreed upon.
- 9) Protectoplas does not provide 3rd parties with tools or equipment or materials other than specified within the order acknowledgement or final quotation.

Sec. C) SPECIFIC PAYMENT TERMS AND CONDITIONS

- 1) By signing and accepting this contract or by accepting delivery of agreed upon materials, products, or workmanship the customer there by agrees to produce payment in full as per agreed upon schedule.
- 2) Payment will be in accordance with the general terms and conditions of this document unless otherwise noted in writing and signed by authorized personnel of Protectoplas Company.
- 3) Any refusal of payment per agreed upon payment schedule will result in the halt of progress on work, supervision, manufacturing, and all other operational and administrative tasks related to agree upon work.
- 4) Any refusal of payment per agreed upon schedule will void any and all warranties agree upon or implied to all parties including customer and owner.
- 5) Standard schedule and terms for payment are included for all products or supervision or work in the final quotation or order acknowledgement. Special payment terms and schedules issued only by Protectoplas Company and signed by an authorized employee shall be accepted as agreed upon.
- 6) Customer agrees to pay in full the amount agree upon as per order acknowledgement issued by Protectoplas Company.

A) Retainers are only allowed when applicable. Customers cannot with hold any payments for any reason without penalties as described in this contract unless otherwise noted. The purchase price and retainage fee for this agreement are:

Contract Total	Retainage %	Retainage % in USD

Retainage fees are to be paid in a timely order upon owner acceptance of work performed or goods or services provided. Once final work is completed or final delivery has been made by Protectoplas Company the customer shall have 15 days to gain acceptance of work or goods or services provided from the owner. The retainage fee will be due in full within 30 days from that date unless otherwise specified in writing and signed by a authorized person from Protectoplas Company.

ACCEPTED BY: _____

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Sec. D) SUPPLEMENTAL TERMS AND CONDITIONS ISSUED BY 3RD PARTIES

- 1) Protectoplas Company does not and will not comply with or recognize 3rd party contract or documentation concerning terms and conditions for sale of equipment or supervision or services unless documented in writing and signed by an authorized person from Protectoplas Company. The Final Quotation, Order Acknowledgement, all Invoices, and this document shall prevail in case of conflict or submission of any other documentation. This is fully agreed upon in signing this document or accepting the Final Quotation, Order Acknowledgement, all Invoices, or delivery of materials or products or services, by all parties involved in the agreement.

ACCEPTED BY: _____
authorized customer employee

DATE: _____

Witnessed By _____ seal

ACCEPTED BY: _____
authorized Protectoplas Company employee

DATE: _____

Witnessed By _____ seal