

**Entire Agreement:**

The terms and conditions stated herein are the entire agreement concerning the goods sold hereunder and supersede all oral or written agreements and understandings with respect thereto. Inconsistent or additional provisions shall not form a part of the agreement unless accepted by Distribution International ("DI" or "Seller") in writing. Buyer's acceptance of the product and services which are the subject hereof shall constitute Buyer's complete and unconditional assent to the terms hereof.

**Confidentiality:**

This document and the information in it are provided in confidence and may not be disclosed to any third party or used for any other purpose without the express written permission of DI.

**Payment Terms:**

All sales are payable at time of order. Payment terms are net 30 days from date of invoice with approved credit account. Finance charges are assessed on past due account balances. Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained on the Credit Application is false or misleading or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in process, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Buyer certifies application for credit is for business purposes, not credit for personal, family or household purposes. Invoices issued by Seller for whole or partial shipments of Goods must be paid by the Buyer regardless of disputes relating to other invoices. Undisputed portions of invoices must be paid without respect to disputed portions.

**Forum Selection:**

All transactions contemplated herein are governed in accordance with the laws of the State of Texas without regard to conflict of law principles. Buyer consents to personal jurisdiction in Texas and hereby waives any personal jurisdiction defense. Any lawsuit commenced by the Buyer that relates to products sold to Buyer shall be commenced only in Texas.

**Attorney and Collections Fees:**

If an account is referred to an attorney or agency to effect collection, the Buyer will be responsible for payment of all collection costs, including reasonable attorney or collection fees.

**Buyer's Financial Condition: Insecurity:**

If, in Seller's sole judgment, Buyer's financial condition or any other circumstance causes Seller to be insecure with respect to Buyer's performance of any obligation, Seller may accelerate and demand immediate payment of any amounts owed Seller, suspend performance, require advance payment and/or cancel any outstanding orders.

**Pricing Validity:**

Unless otherwise noted, all prices are subject to change without notice.

**Quoting Terms:**

Prices are quoted standard delivery area or Seller's dock. Quotation is based on today's rates and is subject to change based on manufacturer announcements of increase. Prices are based on award of entire quote. A partial order or quantity change may affect pricing. "Direct" is subject to full trucks/full cartons and delivered direct from the manufacturer. YOU MUST REFERENCE A DI QUOTE NUMBER TO RECEIVE QUOTED PRICING. Special shipping, labeling, and packing requirements must be requested at the time of quote.

**Taxes:**

Seller's prices do not include sales, use, excise or similar taxes. All taxes and excises of any nature levied by governmental authority, whether federal, state, local, or VAT upon the sale, use and or transportation of any goods covered hereby, shall be paid by Buyer. Tax exempt purchases must be accompanied by a valid exemption certificate(s) at the time of order.

**Delivery:**

Availability is to be determined at acceptance of order. Delivery is subject to change based on order size and availability. DI does not guarantee delivery time.

**Freight Terms:**

Ex-Works or FOB DI warehouse. Delivery to the initial carrier in all cases, unless otherwise stated, shall constitute delivery to Buyer. Buyer is responsible for all demurrage and/or other related charges

**Shipping and Handling:**

DI shall have no responsibility to obtain or maintain insurance with respect to product sold to Buyer. Risk of loss and all responsibility of DI with respect to product shall cease when it has been delivered to the appropriate carrier for shipment to Buyer, properly addressed or with the proper bills of lading attached, whether or not freight is prepaid. Unless specific shipping instructions are received from Buyer substantially before the shipment date, DI reserves the right to use its judgment in selecting the means of shipment. Additional shipping, handling, and packaging costs incurred at the request of Buyer will be charged to Buyer. Shipping dates given by DI in advance of actual shipment are estimates only. Quantities are subject to full cartons.

**Damaged Goods:**

It is Buyer's responsibility to inspect the material at the time of receipt. Customer must note damages or shortages on the shipping documents upon receipt of material and prior to signing proof of delivery or such matters are waived. Buyer should contact DI and the carrier immediately to start the claims process.

**Delay of Shipments Both Ways:**

DI shall not be liable for any damages for any delay in performance due to factors beyond DI's reasonable control, including, but not limited to, acts of God, accidents, delays in transportation, labor disputes or shortages, or delays by suppliers or other third-party vendors. In addition, DI shall not be liable for any delay which shall be due to, or within the control of, Buyer, whether by Buyer's action or inaction. Additional cost may be applied to Buyer which may include, but are not limited to, storage and additional handling charges.

**Returns and Cancellations:**

Special order or any item with a shelf life is not returnable. Buyer may not return any goods, under warranty claim or otherwise, without first reporting to DI the reasons for such return and following such reasonable instructions as DI may give in authorizing any return. All returns must be accompanied by a valid DI RMA (return material authorization). Material accepted for return is subject to a minimum 25% restocking fee, and/or the standard restocking fee charged by the manufacturer or supplier on returns to them. Returned material must be unused or not installed, in its original undamaged packaging, and of current design. Any returned material not in this condition is subject to additional charges to cover inspection, handling, repackaging, refurbishment, or any other expenses incurred by DI in

accepting the material. DI may deny credit on returned merchandise not meeting these requirements. Orders, once accepted, cannot be cancelled without DI's prior written consent.

Fabrication:

All fabricated insulation items are considered made to order and are not returnable. All items with an inner diameter greater than 17 inches are provided as UNEQUAL piece curve sidewall segments, and will require a key to complete the "course" and will require field fabrication. Material will be provided with standard labeling. Contact DI for custom tagging. Polyiso and Phenolic are provided in 36" lengths unless specified on the face of the document. Foamglas is provided in 24" lengths unless specified on the face of the document. All aerogel cut to length material is provided in 60" widths. All aerogel fittings are provided as GORES unless specified on the face of the document. Aerogel sizes 3-1/2" ID and below will be provided as scored. Removable pads and Z-Blok are custom items fabricated to the customer's specifications. DI assumes no liability for fit issues related to errors in customer specifications or drawing. All metal cut and roll and gored fittings fabrication is provided with a standard 2" lap.

Indemnification:

Buyer shall defend, indemnify and hold harmless DI and DI's parent company, their subsidiaries, affiliates, successors and assigns, and their respective directors, officers, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, reasonable attorney and professional fees and cost, arising in connection with Buyer's breach of this agreement or the products supplied hereunder. Buyer shall in no way be required to indemnify DI for Di's sole negligence.

Limitations of Liability:

DI shall not be responsible for any liabilities or damages of any nature arising out of or relating to the manufacturer's instructions or recommendations for usage of any products. Buyer shall have sole responsibility for selection and specifications of the products appropriate for the end use of such products, even if the Buyer has informed DI of the end use for the products. Buyer is not relying on any representation or statement made by, or on behalf of, DI with respect to the suitability of any product for any purpose, or on any advice, recommendation or information obtained from DI product literature or websites, including any design aid or other service made available by DI.

Warranties:

Any warranty for products acquired by DI through a third-party manufacturer is strictly limited to the warranty provided by the manufacturer of the goods acquired. All claims of Buyer with respect to the condition or performance of such goods shall be made directly by Buyer to such Manufacturers.

DISCLAIMER OF WARRANTIES.

**EXCEPT AS EXPRESSLY STATED IN WRITING WITHIN THIS DOCUMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS SOLD BY SELLER, INCLUDING, BUT NOT LIMITED TO, IMPLIED CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONFORMITY WITH SAMPLES, NON-INFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THE CONTRACT.**

LIMITATION OF REMEDIES.

SELLER WILL HAVE NO LIABILITY FOR DAMAGES RELATING TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH IN THE CONTRACT ARE AGREED ALLOCATIONS OF RISK AND WILL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL SELLER'S LIABILITY FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE RELATED GOODS.

Severability:

If any of these provisions are determined to be invalid, illegal, or unenforceable, the validity, legality of enforceability of the remainder of these Terms shall be unaffected. Also, there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.