

The Pipe Line Development Company (PLIDCO®)
Standard Terms and Conditions of Sale of Products

1. General; Entire Agreement. These Standard Terms and Conditions of Sale of Products (“Terms”) apply to all PLIDCO® quotes and all contracts, purchase orders, or other sales and transactions resulting from any such quotes and includes any related attachments or exhibits, and any additional or different terms appearing on PLIDCO®’s Sales Order Acknowledgment (“SOA”) which, when read together as one, will govern the relationship between the Buyer and PLIDCO® and constitute the entire agreement between PLIDCO® and the Buyer of the PLIDCO® Products. “Buyer” means the party issuing a purchase order to, or entering into a sales transaction with, PLIDCO®, whether or not it is the end-user of the Products. “Products” means those goods offered for sale by PLIDCO® (including parts and components) on the date it accepts the Buyer’s purchase order or enters into a contract or other agreement for the sale of the Products to the Buyer. Unless otherwise agreed to by PLIDCO® and the Buyer, in writing, these Terms supersede any previous communications, representations, promises, agreements, warranties, statements, or understandings between PLIDCO® and the Buyer, whether oral or written, regarding sale of Products, all of which are null and void and have no force or effect. Any Buyer terms of purchase (including, without limitation, any Code of Conduct, Corporate Social Responsibility, or similar policies which are not required by laws applicable to PLIDCO®) are hereby rejected by PLIDCO® and are null and void and have no force or effect, unless otherwise agreed to by PLIDCO® and the Buyer, in writing. No course of conduct, course of performance, usage of trade, usage of the industry and any prior dealings between PLIDCO® and the Buyer will be relevant to supplement or explain any term used in these Terms. No waiver or modification of any of these Terms will be effective or binding on PLIDCO®, unless otherwise agreed to by PLIDCO® and the Buyer, in writing. These Terms apply globally to all quotes and sales of Products between PLIDCO® and a Buyer, regardless of the Buyer’s location, place of incorporation or organization, or the location of the end-user or end-use of the Products.

2. Prices. All prices are in US Dollars. For sales involving domestic delivery to a location inside the US, F.O.B. PLIDCO®’s facility, Strongsville, Ohio, USA, freight prepaid and added, will apply. For sales involving international delivery to a location outside the USA, FCA PLIDCO®’s facility, Strongsville, Ohio, USA, Incoterms® 2020 will apply. Any applicable federal, national, state, provincial, and local taxes (including, without limitation, sales, use, GST/HST, and VAT) relating to the sale of Products are NOT included in the prices and will be itemized on PLIDCO®’s quotes to and invoices issued to the Buyer for payment of Products. Prices are subject to change without prior notice in the event of any of the following: (a) alterations in specifications, quantities, designs, and delivery schedules; (b) increases in the cost of fuel, power, material, supplies, or labor; or (c) any government legislation, decree, executive order, proclamation, trade remedies or regulations, new or increased tariffs or duties, modifications to international trade agreements, or other actions by the US or foreign governments that materially increases the cost of production, warehousing, or sale of the Products purchased by the Buyer, as determined in PLIDCO®’s sole discretion.

3. Order Acceptance; Cancellation. All Buyer purchase orders are offers subject to acceptance by PLIDCO®. A purchase order will be deemed accepted only when PLIDCO® issues its SOA to the Buyer by any method PLIDCO® deems appropriate, including electronic mail. No purchase order can be validly accepted orally. PLIDCO® may, in its sole discretion, and without obligation to the Buyer (i) reject any purchase order, either in whole or in part; (ii) cancel any purchase order, either in whole or in part, after its acceptance; or (iii) consent to the Buyer’s cancellation of any purchase order, either in whole or in part, before or after shipment of any portion of any accepted order. PLIDCO®’s purchase order cancellation policy is as follows: Standard Products: The Buyer’s cancellation of a purchase order for standard products is subject to a restocking fee of twenty-five percent (25%) of the purchase price if cancelled (i) prior to shipment by PLIDCO®, or (ii) within ninety (90) days after shipment by PLIDCO® for unused standard Products, subject to PLIDCO®’s inspection and verification that the standard Products are unused. After ninety (90) days, there is no valid or acceptable cancellation of purchases orders for standard products or returns that will be accepted by PLIDCO®, unless otherwise agreed, in writing. Custom Products: Purchase orders for custom Products are not subject to cancellation, refund, or return at any time and any deposit or other payments are forfeited, unless otherwise agreed by PLIDCO®, in writing.

4. Delivery; Transfer of Title; *Force Majeure*. At the time of purchase order, the Buyer will provide to PLIDCO® a proposed delivery date and complete “Ship To” address(es) to where the Products are to be delivered. Delivery is subject to material availability, production schedules, and receipt of all necessary information at or soon after the time the Buyer’s purchase order is accepted. Unless expressly specified otherwise, Products in stock will be shipped promptly and Products not in stock will be shipped as soon as practicable. PLIDCO® will ship the Products according to its standard practices. The mode, method, and route of shipment are at the sole discretion of PLIDCO®, unless otherwise agreed to by PLIDCO® and the Buyer. PLIDCO® will use its good faith efforts to meet proposed delivery dates. Under no circumstances will PLIDCO® be liable for any damages, penalties, costs, or offsets arising out of or in connection with the failure to deliver or late delivery of any order including, without limitation, indirect, incidental, consequential, special, liquidated, exemplary, or punitive damages. Special packing or shipping instructions must be agreed to by PLIDCO® and the Buyer, in writing, and all related charges will be invoiced separately to the Buyer for payment. Title to the Products will pass to the Buyer when PLIDCO® places the Products in the first carrier’s possession. PLIDCO® will be excused from and not be liable to the Buyer for failure to perform any obligation, including without limitation, its obligation to sell, supply, deliver or for any delay in selling or supplying any of the Products, and the Buyer will be excused from its performance, in the event of or due to acts of God, natural disasters or severe storms, fire, explosion, flood, war, rebellion, warlike conditions, terrorism, riots, civil unrest, hostilities, piracy, hijacking, sabotage, endemic, epidemic, pandemic, public health emergencies, production equipment failure, shortage or failure of supply of raw materials or equipment, shortage or failure of power, interruption, shortage, failure or delay of supply of communications or transportation, cybersecurity events, supplier or subcontractor failures, intervening laws, regulations, orders, decrees, sanctions, embargoes, or any similar actions taken by any governmental authority, or any other unforeseen similar circumstances or events that are beyond the parties’ reasonable control and render performance of a party’s obligations impossible or impracticable, but only while such occurrences or events continue, unless otherwise agreed to by PLIDCO® and the Buyer, in writing.

5. Acceptance of Products. The Buyer will promptly inspect the Products upon receipt. Unless the Buyer provides PLIDCO® with written notice of any claim of shortages or defects in the Products within thirty (30) calendar days after receipt of the shipment, the Products will be deemed fully inspected and accepted by the Buyer, unless otherwise agreed to by PLIDCO® and the Buyer, in writing.

6. Payment; Credit. All payments are due according to terms and schedules set forth by PLIDCO® when it accepts the Buyer's purchase order or enters into a contract or other agreement for sale of the Products with the Buyer. Subject to its Credit Card Policy and applicable law, PLIDCO® may, in its sole discretion, accept payment by credit card and any such payment is subject to a processing fee or surcharge of three percent (3%) or the maximum rate allowed by law. In its sole discretion, PLIDCO® may offer credit terms to the Buyer on any purchase order it has accepted, intends to accept, or any contract or other agreement into which it has entered or intends to enter. PLIDCO® reserves the right to decline or modify credit terms, including shortening the length of payment terms, on any order and to decline shipping the Products to the Buyer for any reason, including, without limitation, the Buyer's financial condition, as determined solely by PLIDCO®. In addition, in its sole discretion, PLIDCO® may require payment terms that include down payments, or milestone (progress) payments, including, without limitation, on any special orders that require non-standard materials, standards, or sizes for a particular market, customer, or application. Any late payment is subject to a 1.5% delinquency charge calculated per diem or at the maximum rate allowed by law, whichever is greater. In addition to all rights and remedies available to PLIDCO® under the law, if the Buyer fails to pay any sum when due or fails to perform under these Terms or any other contract or agreement with PLIDCO®, upon giving ten (10) calendar days' written notice, PLIDCO® may discontinue performance under these Terms. Should PLIDCO® refer the Buyer's outstanding account balance to a third-party for collection or if it should take other enforcement action against the Buyer for non-payment, the Buyer agrees to pay any and all collection fees and costs, filing fees, attorney, arbitration, and related legal expenses incurred by PLIDCO®.

7. The PLIDCO® 10-Year Limited Warranty. Subject to the limitations, terms and conditions set forth below, for a period of ten (10) years from: (i) the date of shipment from PLIDCO®'s Strongsville, Ohio, USA facility, or (ii) the date of shipment by a PLIDCO® authorized reseller or distributor to a location designated by the original end-user, as applicable, PLIDCO® warrants to the original end-user that when handled, stored, installed, and used in compliance with its written specifications and instructions, its Products are: (i) New and free from defects in design, material, and manufacture; (ii) In conformity with all written specifications provided to PLIDCO® by the customer, end-user, or a PLIDCO® authorized agent, reseller, or distributor; and (iii) Suitable for the purposes for which they are manufactured and sold.

The PLIDCO® 10-Year Limited Warranty (and any extensions of it) extends to elastomer seals that are installed (repacked) by an authorized PLIDCO® employee or a representative who has satisfactorily completed PLIDCO®'s required training and is "Factory Certified" to perform such installation (repacking) services. The PLIDCO® 10-Year Limited Warranty (and any extensions of it) is extended only to the original end-user of the Products. The PLIDCO® 10-Year Limited Warranty (and any extensions of it) is not assignable or transferrable by the original end-user to another party, unless the original end-user was acquired by or merged into another entity, and, upon request, this is demonstrated by the successor-in-interest to PLIDCO®'s reasonable satisfaction.

Warranty Limitations. The PLIDCO® 10-Year Limited Warranty (and any extensions of it) does not apply to: (i) PLIDCO®'s Flange+Repair Ring, which is designed and sold as a temporary repair product only; (ii) Products with Buna seals have a warranty limited to five (5) years due to Buna's shelf-life; (iii) Any attachments, parts, or components (including elastomer seals) that are added, removed, replaced, or any alterations or modifications to the Products (a) for which PLIDCO® has not received written notice prior to its acknowledgement of an order for the sale of the Products, or (b) any other alteration or modification, in any way, after the Products are shipped from PLIDCO®'s facility; (iv) Any services, including injection or reinjection of sealant; (v) Any elastomer seals that exceed their expiry date and any elastomer seals that are repacked, replaced, or otherwise modified after the Products are shipped from PLIDCO®'s facility, if performed by any individual who is not "Factory Certified" by PLIDCO®; and (vi) Any products manufactured by third-parties that are resold by PLIDCO® without any modification, in which case PLIDCO® will pass-through the third-party manufacturer's applicable express warranty to the end-user of those products, to the maximum extent permitted by applicable law.

The PLIDCO® 5-Year Limited Warranty Extension: Up to 25-Year Design Life. For original end-users and proven successors-in-interest only, PLIDCO® is proud to offer five (5) year extensions of The PLIDCO® 10-Year Limited Warranty, up to the 25-year design life of qualified Products when those Products are covered by The PLIDCO® 10-Year Limited Warranty or The PLIDCO® 5-Year Limited Warranty Extension, that is valid and in effect, and are reconditioned by PLIDCO® or refurbished by a PLIDCO®-certified Authorized Refurbishment Services Center ("ARSC"), located throughout the world.

Example of How it Works. Provided The PLIDCO® 10-Year Limited Warranty has remained valid, a PLIDCO® SPLIT+SLEEVE purchased and shipped in June 2025 with The PLIDCO® 10-Year Limited Warranty can be reconditioned by PLIDCO® or refurbished by a PLIDCO®-certified ARSC in January 2033. The PLIDCO® 10-Year Limited Warranty will be extended by five (5) years, through June 2040. In addition, provided The PLIDCO® 5-Year Limited Warranty Extension remains valid, the same SPLIT+SLEEVE can be reconditioned by PLIDCO® or refurbished by a PLIDCO®-certified ARSC a second and third time within the extended warranty period, extending The PLIDCO® 10-Year Limited Warranty Extension by an additional five (5) years each time, through June 2050.

"Reconditioning" of Products by PLIDCO® at its manufacturing facilities in Strongsville, Ohio, USA, includes inspecting, fully cleaning and sandblasting, repairing and replacing wearable and broken components, refinishing, hydrotesting, and reassembling the PLIDCO® Product back to the original OEM specifications. "Refurbishing" of Products by one of several PLIDCO®-certified ARSCs at their independent facilities includes inspecting, fully cleaning and sandblasting, replacing wearable components, repainting, and reassembling the PLIDCO® Product for re-use. PLIDCO®-certified ARSC locations can be found at, <https://plidco.com/services/refurbishing-services/>.

All PLIDCO®-certified ARSCs are independently owned and operated and are not owned, operated, or managed by PLIDCO®. All pricing for Refurbishing Services furnished or performed by the PLIDCO®-certified ARSCs is independently set by each ARSC. PLIDCO® does not guarantee or insure the Refurbishing Services.

Events that Void Warranty Coverage. The PLIDCO® 10-Year Limited Warranty and The PLIDCO® 5-Year Limited Warranty Extension are void and PLIDCO® is released from all claims of damaged or defective Products and from all liabilities and damages of any kind, including accepting any return or rejection of the Products, if: (i) The Product is not handled, stored, installed, and used in compliance with PLIDCO®'s written specifications and instructions; (ii) The Product is altered, modified, repaired, reconditioned, or refurbished by any party other than PLIDCO® or a PLIDCO®-certified ARSC; (iii) A claim for breach of warranty is not submitted, in writing, to PLIDCO® within thirty (30) days of discovery of the claimed Product defect; or (iv) The Product is sold, loaned, leased, or otherwise transferred by the original end-user to a third-party that is not a proven successor-in-interest.

Limited Warranty Disclaimers; Limitation of Liability and Remedies. In place of all other warranties, express or implied, The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, sets out the full extent of PLIDCO®'s obligations with respect to claimed defective Products, components, or parts. All remedies available under The PLIDCO® 10-Year Limited Warranty, and any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, are limited to recovering the value of the repairs or replacement of the Products that is due under The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension. PLIDCO® does not assume, or authorize any party to assume for it, any other obligation or liability in connection with the sale, distribution, handling, storage, installation, and use of the Products.

THE PLIDCO® 10-YEAR LIMITED WARRANTY, AND ANY EXTENSIONS OF IT UNDER THE PLIDCO® 5-YEAR LIMITED WARRANTY EXTENTION, ARE THE EXCLUSIVE WARRANTIES OF PLIDCO® PRODUCTS AND THERE WILL BE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR UNDER THE LAW, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO DESCRIPTION BY PLIDCO® OF THE PRODUCTS BEING SOLD HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS THAT EXTEND BEYOND THAT EXPRESSLY SET FORTH IN THE PLIDCO® 10-YEAR LIMITED WARRANTY AND ANY EXTENSIONS OF IT UNDER THE PLIDCO® 5-YEAR LIMITED WARRANTY EXTENTION.

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL PLIDCO® BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, OR STATUTORY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR CLIENTS, LOSS OF PRODUCTION, COSTS OF SUBSTITUTE EQUIPMENT, DELAYS, BUSINESS INTERRUPTIONS, CLAIMS BROUGHT AGAINST THE CUSTOMER, AUTHORIZED BUYER, AGENT, OR DISTRIBUTOR BY THIRD-PARTIES, OR LOSS OF OR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE DELIVERED PRODUCTS, PARTS, OR COMPONENTS. THE EXCLUSIVE REMEDIES OF ANY PARTY UNDER THIS 10-YEAR LIMITED WARRANTY, AND ANY 5-YEAR LIMITED WARRANTY EXTENSION, IS LIMITED TO RECOVERING THE VALUE OF THE PURCHASE PRICE OF THE PRODUCTS SOLD BY PLIDCO®.

Limited Warranty Claims. Claims for breach of The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, must be provided as soon as practicable upon the discovery of any claimed defective Products. All claims for breach of The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, must be sent, in writing (including electronic mail or facsimile), to PLIDCO®'s representative, Mrs. Kim Smith (pipeline@plidco.com), with a copy sent by courier service to PLIDCO®'s address, 11792 Alameda Drive, Strongsville, Ohio 44149, USA, Attn: Mrs. Kim Smith. Failure to notify PLIDCO® of any claimed defect within thirty (30) days of discovery of the claimed defect voids The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, and releases PLIDCO® from all claims of damaged or defective Products and from all liabilities and damages of any kind, including accepting any return or rejection of the Products. All claimed defective Products, parts, and components (including elastomer seals) must be retained for potential inspection by PLIDCO®.

If any defect under The PLIDCO® 10-Year Limited Warranty, including any extensions of it under The PLIDCO® 5-Year Limited Warranty Extension, is found to exist, PLIDCO®, at its option, will refund or replace the defective Products, parts, or components, or refund the purchase price of the defective items.

8. Intellectual Property Rights. PLIDCO® asserts all its trademarks, trade names, trade dress, patents, utility models, industrial designs, drawings, copyrights, sounds, internal manufacturing procedures, product specifications, and all other intellectual property (collectively "Intellectual Property") it owns at the time the Buyer purchases the Products, whether such Intellectual Property rights are registered or not. Unless otherwise agreed to by PLIDCO®, in writing, all right, title, and interest in inventions, developments, improvements, or modifications of any Product produced by PLIDCO® as a result of the Buyer's accepted purchase order will remain exclusively with PLIDCO®. The Buyer's purchase of the Products does not grant to the Buyer, end-user, or any other party a license or other rights in PLIDCO®'s Intellectual Property.

rights. In the event a third-party claims any Product sold to the Buyer infringes another party's intellectual property rights, the Buyer will (i) promptly notify PLIDCO®, in writing, of the claim; and (ii) upon request, grant PLIDCO® the sole authority to investigate and control the defense of the claim. PLIDCO® has no obligation to defend or otherwise respond to any such claim and whether PLIDCO® defends or otherwise responds to such a claim brought against the Buyer, end-user, or any third-party, is within PLIDCO®'s sole discretion. Unless otherwise agreed to by PLIDCO®, in writing, the terms of this Article 8 set forth the entire obligation and liability of PLIDCO® to the Buyer, end-user, or any third-party, for claims of infringement by any Products sold or supplied to the Buyer by PLIDCO®.

9. Compliance with US Trade Laws, and Regulations. The Buyer warrants and represents that it is familiar and will comply with United States laws, regulations, Executive Orders, and directives including, without limitation, the US Export Control Reform Act of 2018 ("ECRA"), the International Emergency Economic Powers Act ("IEEPA"), the Export Administration Regulations ("EAR") (including its antiboycott regulations), the Russian Harmful Foreign Activities Sanctions Regulations ("RuHSR") and all other economic sanctions regulations, including the avoidance and licensing requirements of transactions with any party listed on the Denied Persons List, the Entity List, the Specially Designated Nationals and Blocked Persons List, the Military End User List, the Unverified List, and all other such lists issued and maintained by the US Department of Commerce, the US Department of State, the US Department of Treasury, or other US Government agencies (the "Trade Laws"), as amended from time-to-time, that apply to (i) the Buyer, end-user, or any third-party involved in the transaction, or (ii) the sale, resale, loan, lease, consignment, or other transfer of the Products to the Buyer or any third-parties. The Buyer agrees to indemnify and hold harmless PLIDCO® from and against all claims, fines, penalties, settlements, assessments, damages, costs and expenses (including attorneys' fees) that may be incurred due to, in whole or in part, the Buyer's actual, apparent, or alleged failure to comply with the Trade Laws or PLIDCO®'s requests for information and documentation regarding, referring, or relating to its compliance with the Trade Laws. If the Buyer directly or indirectly exports, reexports, or transfers (in-country) the Products (including brokering or facilitating such activities), the Buyer assumes responsibility for obtaining all required export and import licenses or other authorizations and must not directly or indirectly export, reexport, transship, divert, or transfer (in-country) any Products, software, or technology, in violation the Trade Laws and such similar laws, regulations, orders, or decrees of any other country, region, or international body or organization, including their diversion or transshipment. The Buyer agrees to include these requirements in any contracts or other agreements for the resale, loan, lease, consignment, or other transfer of the Products to any end-user, or other third-parties.

10. Choice of Law; Exclusive Forum. Without regard to its choice of law principles, regardless of the legal theory upon which such matter is asserted, any and all matters arising out of or relating to these Terms and the subject matter hereof will be governed by and construed in accordance with the laws of the State of Ohio, including its statutes of limitations, and, as applicable to international sales, the United Nations Convention on Contracts for the International Sale of Goods. With respect to sales to a Buyer located in the USA (regardless of the delivery destination of the Products), the Buyer consents and submits to the personal jurisdiction of the federal and state courts located in Cuyahoga County, Ohio, which will have exclusive jurisdiction over any and all matters, disputes, claims, or controversies arising out of or relating to these Terms and the sale of the Products to the Buyer. With respect to sales to a Buyer located outside the USA, any and all matters, disputes, claims, or controversies arising out of or relating to these Terms and the sale of the Products to the Buyer by PLIDCO® will be resolved by final and binding arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The seat and venue of the arbitration will be Cleveland, Ohio, unless otherwise agreed to by PLIDCO® and the Buyer, in writing. As applicable, the Buyer agrees to waive any sovereign immunity claims or defenses. The arbitration proceedings will be conducted in English and held before a single arbitrator, who is admitted to the practice of law in any jurisdiction in the USA (active status) and in good standing. All monetary awards will be made in US Dollars. The arbitrator may award costs, fees, and other expenses of the arbitration, including attorneys' fees, to the prevailing party. The parties may undertake to carry out any such award, without delay, under the terms of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) or other applicable conventions or treaties.

11. General Terms. If any provision of these Terms is held to be invalid, the remainder of these Terms will survive and not be affected. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may, in addition to any other rights provided by law, cancel any unfulfilled obligations. Neither party may assign any rights or obligations under these Terms without the prior written consent of the other party. Neither party's failure to exercise any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights. No government procurement regulations or contract clauses are binding on either party unless required by law or otherwise agreed to by PLIDCO® and the Buyer, in writing.