

Additional Terms of Order Confirmation and Agreement

Terms of Sale These Additional Terms of the Order Confirmation and Agreement govern all sales of products (the "Products") by Seller to Buyer regardless of whether Buyer purchases the products by a faxed or written purchase order, or by electronic orders via the Seller's web site (the "Purchase Order"). Upon the Seller sending Buyer an express acceptance or order acknowledgment or upon the commencement of performance by Seller, these Additional Terms and the Order Confirmation and Agreement become a binding contract between Buyer and Seller (the "Sales Agreement"). In case of a conflict between these Additional Terms and the Order Confirmation and Agreement, these Additional Terms shall apply.

Price The price(s) of any Products, as set forth in the Order Confirmation and Agreement does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority..

Payment Buyer agrees that if payment is not made when due, Buyer will pay the Seller's cost of collection, including reasonable attorney's fees. Payments not received when due shall bear interest at the rate of twelve percent (12%) per annum.

Returns Seller will not accept any material returned without Seller's written permission. All returned material must be shipped prepaid by Buyer. Collect shipments will not be accepted.

Claims Buyer shall promptly inspect the products upon receipt, and any claim with respect to the condition of products, compliance with Product specifications or any other matter relating to the Products shall be made in writing promptly on receipt of Products by Buyer or Buyer's agent and in all events within fifteen (15) days of Buyer's receipt of Products. All claims relating to the Products shall be deemed waived unless made in writing to the Seller within fifteen (15) days from the receipt of the goods. In case of any dispute on the quantity of Products shipped by Seller, Buyer agrees to accept the photographic record taken by Buyer of the contents of each container prior to shipment as the conclusive and binding determination of the quantity shipped.

Resale and Indemnification. In the event that the Products sold hereunder are purchased by Buyer for resale, Buyer represents and warrants that it will obtain contractual protection for Buyer in Seller's resale contracts with its customers equivalent to the protection provided herein. By virtue of such representation and warranty, Seller shall not be liable to Buyer's customers for any reason whatsoever except to the limited extent Seller would be liable hereunder to Buyer. Buyer agrees to hold Seller harmless from and against any claims made by customers of the Buyer seeking to enlarge the responsibilities of Seller under this Sales Agreement.

Specifications Seller will manufacture the Products in substantial conformity with its product specifications unless different specifications are agreed to in writing signed by both parties. Seller's Product specifications are set forth on Seller's website at www.einsulation.com. All materials shall be furnished subject to Seller's standard manufacturing variations and practices. Color variation from piece to piece may exist and this shall not be a valid reason for claim or rejection of the product.

Nesting and Quantities Buyer confirms its understanding that, unless clearly stated otherwise in the Order Confirmation and Agreement (page 1 of this Sales Agreement), pipe insulation to be supplied by Seller will be nested. This means that smaller sized pipe insulation will be packaged inside larger size pipe insulation. Buyer understands that he will incur some labor costs to unpackage these smaller sizes and that these costs are not the Seller's responsibility. Notwithstanding anything to the contrary in the Order Confirmation and Agreement, an overrun or underrun of plus or minus 10% of the quantities ordered shall be considered fulfillment of Buyer's order. Buyer shall pay for the overrun, if any, shipped to Buyer at the rates set forth in the Order Confirmation and Agreement, and will receive a credit for the price of the underrun, if any.

Origin of Materials Buyer acknowledges that Products have been manufactured in China from parts originating in both China and USA, and that foreign sourced materials, such as the Products sold by Seller to Buyer, may not be permitted for use on certain projects (e.g., government projects). It is Buyer's responsibility to determine that it can use the Products sold hereunder.

Warranty Subject to the remaining provisions of this Agreement, the Products sold hereunder are warranted to be free from defects in material and workmanship on the date shipped by Seller. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, Seller's warranty with respect to the Products shall not apply if (i) the Products are not stored or handled appropriately, (ii) the defect in the Products resulted from damages occurring after delivery of the Products to Buyer, or (iii) any claim with respect to the Products was not made to Seller within fifteen (15) days after delivery. IF THE PRODUCTS DO NOT CONFORM TO THE WARRANTY ABOVE AND A CLAIM IS TIMELY MADE, THE SELLER'S SOLE RESPONSIBILITY SHALL BE, AT ITS OPTION, TO EITHER (I) REPLACE THE DEFECTIVE PRODUCTS, OR (II) REFUND THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS OR DEFECTIVE WORK. THE FOREGOING ARE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY PROVIDED BY SELLER ABOVE.

Limitations of Damages Seller shall in no event, regardless of the nature of the claim, whether in contract, tort, or strict liability, be liable to Buyer or any person claiming through Buyer for loss of anticipated profits, loss of production or shutdown of operations, increased operating costs, claims of customers, cost of money, loss of use of capital or revenue, loss or expense as a result of soil or water pollution; nor shall Seller be liable for any indirect, special, incidental, punitive, statutory, or consequential loss or damage of any nature, whether similar or dissimilar to those listed above, arising at any time or from any cause whatsoever

Entire Agreement These Additional Terms and the Order Confirmation and Agreement (collectively, the "Sales Agreement") comprise the complete and final agreement between Seller and Buyer and supersede all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No subsequent agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent.

Governing Law This Agreement shall be governed by the laws of the State of Iowa. The courts of Iowa shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement.