

**SOUTHERN PIPE, INC.**  
PO Box 606, 135 Random Drive  
New London, NC 28127

**TERMS AND CONDITIONS OF SALE**

**PLEASE READ CAREFULLY AS THEY AFFECT YOUR RIGHTS.**

1. **BUYER'S ACCEPTANCE.** Following Buyer's acceptance of this invoice, no waiver, alteration or modification of these Terms and Conditions will be binding on Southern Pipe unless in writing and signed by an authorized employee of Southern Pipe.
2. **PRICES.** The products listed hereon are invoiced to Buyer at Southern Pipe's prices in effect at the time of shipment. Prices are subject to change without notice at any time prior to the shipment of the products.
3. **LIMITED WARRANTY.** Southern Pipe warrants its products to be free from defective workmanship for one (1) year from the date of shipment.

**BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS EXPRESSLY LIMITED TO (i) REPLACING THE DEFECTIVE PRODUCT AT DELIVERY LOCATION, (ii) REPAIRING THE DEFECTIVE PRODUCT, OR (iii) REFUNDING OR CREDITING BUYER FOR THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. SOUTHERN PIPE SHALL HAVE THE SOLE OPTION TO SELECT ONE OF THE FOREGOING REMEDIES.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SOUTHERN PIPE IS NOT LIABLE FOR THE COST OF LABOR OR OTHER EXPENSES ASSOCIATED WITH ANY PRODUCTS REJECTED BY BUYER, NOR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE TO BUYER OR THIRD PARTIES DUE TO ANY DEFECTIVE PRODUCTS.**

**UNDER NO CIRCUMSTANCES IS SOUTHERN PIPE RESPONSIBLE FOR ANY REPRESENTATIONS OF WARRANTY CONCERNING THE PRODUCT TO BUYER OR THIRD PARTIES BEYOND THAT STATED HEREIN.**

4. **PAYMENT TERMS.** All prices are F.O.B. shipping point with freight costs being collected, prepaid or allowed, and do not include local, state or federal taxes, if any. All taxes, if any, are for the account of and shall be paid by Buyer, or in lieu thereof, Buyer shall furnish Southern Pipe with tax exemption certificates acceptable to said taxing authorities. Specific payment terms appear on the face of the Southern Pipe invoice to Buyer. All orders are subject to credit approval.
5. **LATE PAYMENT CHARGES.** In the event that Buyer fails to pay any Southern Pipe invoice, or part thereof, within thirty (30) days of invoice date, Southern Pipe will impose and Buyer agrees to pay a charge of one percent (1%) per month of the unpaid balance or the maximum legal interest rate applicable on unpaid accounts.
6. **RETURNS.** No products may be returned to Southern Pipe for credit without written consent of Southern Pipe. A restocking charge will apply.
7. **CANCELLATION.** Buyer may cancel an order of products in stock prior to shipment subject to a ten percent (10%) cancellation charge. Special orders may not be cancelled.
8. **INSTALLATION/TRAINING.** Unless specially requested by Buyer and agreed to by Southern Pipe, no supervision of installation or training will be provided by Southern Pipe.
9. **SHIPMENT/DELIVERY.** PRODUCT IS SOLD FOB SOUTHERN PIPE'S PLANT. Risk of loss to the Product passes to Buyer upon placement with the carrier. Southern Pipe will ship common carrier. Quoted delivery schedules are based on estimates at the time of quotation. Southern Pipe will devote its best efforts to meeting delivery schedules but assumes no liability for additional costs or damages resulting from late deliveries.
10. **DISPUTE RESOLUTION.** Southern Pipe and Buyer agree that the substantive law of the State of North Carolina, without reference to its choice of law provisions, will be applicable to all aspects of this sale and to these Terms and Conditions of Sale. In the event of a dispute between Southern Pipe and Buyer, the parties agree to attempt a resolution by face-to-face negotiation, failing which either party may file suit against the other in the state or federal courts in North Carolina, which the parties stipulate are to have exclusive jurisdiction over any and all disputes arising from or in any way related to Southern Pipe and Buyer and this sale of products.