



7202 SE International Ct.  
Bartlesville, OK 74006  
Phone: 918-333-3000  
Fax: 918-333-2004  
E-mail: jay@huskyportable.com

1. **Complete Agreement.** This document (together with any exhibits, attachments, and other documents incorporated by reference, this “**Order**”) is an offer by Husky Portable Containment Company (“**HPC**”) to sell the goods indicated on the face of or attached to or incorporated by reference into this document upon these Terms and Conditions. By acknowledging receipt of this Order or by accepting delivery of the goods described herein, Customer agrees to these Terms and Conditions. Terms or conditions contained in any prior, contemporaneous or subsequent communication from HPC or Customer that submit, propose, or state any additions, changes, deviations, or modifications to this Order, are void, objected to, and rejected by HPC and Customer. This Order is the final and complete expression of Order between the parties, setting forth the entire Order between the parties regarding transactions under this Order and including all promises and representations both express and implied.

2. **Modification.** None of these Terms and Conditions may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a written instrument specifically referencing the affected provision of this Order signed by an authorized representative of each of HPC and Customer.

3. **Price:Payment.** Payment to HPC is due 30 days after invoice date. If Customer fails to timely pay its account, HPC, and its parent, subsidiary, and affiliated companies’, may setoff against Customer’s, and its parent, subsidiary, and affiliated companies’ account balance, hold further orders, charge late payment fees and interest on past due amounts, and/or perfect its interest in the goods and/or Customer’s property by filing the appropriate liens or other documents. To the extent reasonably required by HPC, Customer agrees to execute financing statements and other related documents as are reasonably necessary to create and perfect the security interests and/or charge late payment fees and interest on past due amounts. Interest shall accrue at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law on any invoice from that invoice’s due date. HPC may use the services of a collection service and/or an attorney to collect amounts overdue, and Customer agrees that it will be liable for all fees incurred by HPC, including collection service fees and/or attorney’s fees, costs, and expenses arising out HPC’s collection efforts.

4. **Taxes.** Prices do not include sales, use, excise, or other similar taxes. The amount of any present, retro-active, or future sales, use, excise, or similar tax applicable to Customer’s purchase of goods or services will be added to HPC’s invoice and paid by Customer unless Customer provides HPC with tax exemption certificates acceptable to the appropriate taxing authorities.

5. **Transportation and Title.** Unless otherwise agreed in writing by the parties, all goods are delivered F.O.B. shipping point, and title and risk of loss to the goods passes to Customer at that point.

6. **Time.** HPC will employ reasonable efforts to fill Customer’s Orders promptly upon acceptance. If HPC is delayed in delivering goods and as a result of a force majeure event as described below, the delay will be excused.

7. **Warranty/Disclaimer.** HPC warrants that all welds and welded seams for its products will be free from defects in material or workmanship under ordinary operating conditions for (a) three years from the date of delivery for all goods in its environmental product line, and (b) the life of the product for all goods in its firefighting product line. HPC reserves the right to review and inspect all warranty claims to determine if the underlying claim is valid. To assert a warranty claim, Customer should send pictures of the goods in question with a reasonably detailed explanation of the asserted breach of warranty. If the defect can be resolved with repair kit (as determined by HPC), then HPC will ship a repair kit. If it is determined that a legitimate warranty claim exists that cannot be repaired with a patch kit, then, as customer’s sole and exclusive remedy with respect to any warranty claim, HPC will either replace the product or repair the product at HPC’s facility. All shipping of repair kits or replacement or repair goods by HPC under this warranty will be regular ground, and shipping costs from all locations outside the 48 continental United States will be at

Customer’s sole expense. All shipments of goods back to HPC will be at Customer’s sole expense. This warranty does not apply to goods that are damaged due to Customer’s or any third party’s negligence or misuse of the goods.

**THE FOREGOING EXPRESS WARRANTIES AND REMEDIES ARE IN LIEU OF AND SUPERSEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE.**

8. **Liability Limitation.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. This limitation applies regardless of whether the damages or other relief sought are based in contract or tort, including breach of contract including warranty, negligence, strict liability in tort, or any other legal or equitable theory.

9. **Force Majeure.** HPC is not liable to Customer for any loss or damage suffered by Customer, directly or indirectly, for any failure or delay of HPC to perform this Order attributable to labor troubles (including, without limitations, strikes, slow downs and lockouts) or civil disturbance, government regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, fire, flood, acts of God, power failures, accidents or other causes of like or different character beyond HPC’s reasonable control.

10. **Objections.** HPC takes exception to and objects to all hold harmless and indemnity provisions, either express or implied, set forth in Customer’s order, including, but not limited to, those that attempt to make HPC responsible for Customer’s negligence. HPC also objects specifically to any provisions in Customer’s order that (a) attempt to impose warranties other than as set out herein, (b) attempt to prohibit disclaimers of warranties, (c) attempt to preclude limitations on Customer’s remedies, or (d) attempt to impose damages resulting from performance failures.

11. **Cancellation.** Because HPC places orders with its suppliers in reliance upon customers’ orders, Customer may not cancel this Order without HPC’s consent, which HPC may withhold in its sole discretion. If HPC agrees to cancellation of an order, HPC will determine an appropriate cancellation charge, including shipping costs and restocking fees.

12. **Severability; Non-Waiver.** If any one or more of the provisions of this Order, or any attached schedule or exhibit or other document expressly incorporated by reference into this Order or any attachment, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the resulting invalidity, illegality or unenforceability will not affect any other provision of this Order or the other document, as the case may be, and this Order will remain in full force and effect. A party’s failure to, or delay in, enforcing its rights under this Order will not constitute a waiver of the rights and will not constitute a basis for estoppel either at equity or at law. Either party may exercise its rights under the Order despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.

13. **Governing Law.** The laws of the State of Oklahoma govern the validity, interpretation, and enforcement of this Order without regard to choice of law rules that would apply the law of another jurisdiction. Any dispute, controversy or claim arising out of or relating to this Order, the good purchased/soled under this Order and/or the breach, termination or validity of this Order that cannot be resolved amicably by the parties, shall be brought

solely in the United States Federal Courts or Oklahoma State Courts located in Tulsa County, Oklahoma. HPC and Customer each submits to, and irrevocably waives any objection and any right of immunity with respect to, the jurisdiction of the forums specified in this Section 13.