TUSA PIPE LLC
6039 Thomas Road, Building G
Houston, Texas 77041, USA | tusapipe.com

GENERAL TERMS & CONDITIONS OF SALE

01 AGREEMENT & SPECIFICATIONS

These business-sale terms bind Tusa Pipe LLC (Seller) and Buyer upon written acceptance with the order. Conflicting Buyer terms are rejected unless expressly agreed. Signed special conditions prevail. Goods shall conform to the datasheet supplied before acceptance and identified by revision/date in the order. Later changes at tusapipe.com do not amend an accepted order. Application-specific guarantees require written agreement.

02 PAYMENT & PAPER TRANSFER

Unless agreed otherwise, 50% is due upon notice that identified Goods are complete, inspected and ready for collection with agreed documents (Readiness Notice); 50% is due 30 calendar days from that invoice. Title and physical risk pass on receipt of the first 50% in cleared funds and written paper-transfer confirmation. For agreed prepaid orders, transfer requires full cleared payment, identification, Readiness Notice and written confirmation. Unless expressly agreed otherwise, Goods are released only after full cleared payment. Buyer shall insure the Goods at replacement value from transfer, including fire, flood, theft, storage and transit, and provide evidence on request. Seller shall identify and reasonably safeguard stored Goods; transfer does not excuse Seller's negligence, breach or mandatory liability.

03 CREDIT & SECURITY

Seller may agree 100% advance payment where insured credit is unavailable. An adverse reduction, suspension, nonrenewal or withdrawal of credit cover permits written notice, a hold on unshipped Goods and cleared balance payment before release. Buyer grants a security interest in the order's Goods and identifiable proceeds for unpaid price and storage charges under Section 04, authorizing appropriate filings. Enforcement requires lawful procedures; insurance changes do not automatically reverse ownership.

04 COLLECTION & STORAGE: 30 + 30 DAYS

Storage is free for 30 calendar days from the later of Readiness Notice and paper transfer. For days 31-60, Tusa Pipe shall unilaterally determine and apply storage charges, notified to Buyer without requiring further acceptance. Buyer must collect by day 60. Thereafter, following at least 15 days' final written notice, Seller may pursue commercially reasonable resale or lawful reacquisition under applicable procedures, accounting for payments and recoveries, deducting lawful charges and returning any required surplus/refund; no automatic forfeiture or title reversion applies. Seller-caused release delays do not count. Buyer arranges freight; Seller loads with reasonable care. Delivery means physical handover to Buyer or its carrier at Seller's Houston premises; risk passes under Section 02.

05 DELAYS, CHANGES & CANCELLATION

Readiness dates allow one aggregate 30-calendar-day technical extension, with prompt notice and reasonable mitigation. Events beyond reasonable control permit extensions for actual impact; ordinary capacity shortages do not qualify. If still unready after 90 days from scheduled readiness, adjusted for agreed changes or Buyer-caused delay, Buyer may cancel the affected portion and receive its payments back within ten business days. Other changes/cancellations require written agreement; charges are limited to documented unavoidable costs less savings and reasonable recoveries, capped at the cancelled price and credited for payments.

06 GOVERNING LAW & ADMINISTRATION

Texas law applies; CISG is excluded. Competent state/federal courts in Harris County have exclusive jurisdiction, except urgent protective relief elsewhere. Default/termination notices require email and trackable delivery. Amendments require written agreement; invalid terms are severable where lawful. Mandatory remedies remain, including failure of an exclusive remedy's essential purpose.

07 TWELVE-MONTH LIMITED WARRANTY

Seller warrants agreed specifications and freedom from material/workmanship defects for 12 months from delivery, starting no later than 30 days after availability for release if Buyer delays collection. Report visible issues within ten business days of receipt without losing latent-defect rights; notify promptly of defects discovered within the warranty period. Seller shall investigate and repair, replace or refund affected Goods within a reasonable time, including covered return freight. Refund is available if repair/replacement is not timely and cancels any unpaid affected price. Damage caused by wear, service fatigue, corrosion, misuse, overload or improper handling, maintenance or recutting is excluded. Recuts do not restart warranty or defeat unrelated original-defect claims. **EXCEPT AS EXPRESSLY STATED OR REQUIRED BY LAW, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED; THE ABOVE REMEDIES ARE EXCLUSIVE TO THE EXTENT LAWFUL.**

08 LIMITATION OF LIABILITY

TO THE EXTENT LAWFUL, SELLER'S AGGREGATE LIABILITY TO BUYER IS LIMITED TO THE PRICE PAID OR PAYABLE FOR AFFECTED GOODS. SELLER EXCLUDES INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND LOST PROFITS, RENTAL REVENUE, PRODUCTION, USE, RIG STANDBY AND BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT. THESE LIMITS INCLUDE ORDINARY NEGLIGENCE AND STRICT LIABILITY, BUT NOT FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, PERSONAL INJURY/DEATH CAUSED BY SELLER OR NONLIMITABLE LIABILITY. Express refunds remain payable. No general indemnity for others' negligence, pollution or well-control costs is agreed. Insurance limits do not increase contractual liability; coverage denial or deductibles do not reduce express remedies.

09 USE, RESALE & CLAIMS

Ordinary rental/resale after authorized release is permitted. Buyer shall transmit safety/use instructions, preserve traceability and maintenance/recut records, promptly report failures and claims, preserve evidence and cooperate in investigations and safety recalls. Coordinate destructive testing and discretionary recall costs beforehand; urgent safety/legal action remains permitted. Buyer cannot make extra warranties or settle on Seller's behalf. Rental/resale does not restart warranty or bind nonconsenting third parties.

10 TECHNOLOGY & FACTORY ACCESS

Seller and licensors retain applicable patents, pending applications, designs and know-how; Hunting retains its connection rights. No manufacturing licence passes. Unless law requires otherwise or written permission is given, Buyer shall not copy, commission copies or reverse engineer proprietary Goods, equipment or processes for replication, or use/disclose confidential information for that purpose. Agreed testing, safe use and authorized maintenance/recutting remain permitted. Visits require approval and signed confidentiality/access undertakings; no photos, recordings, scans, measurements or samples without written consent.

11 CONFIDENTIALITY

Both parties shall protect nonpublic agreement terms, prices and technical/commercial data, using them only for the transaction and authorized use. External disclosure requires written consent, except necessary confidential professional-adviser/insurer disclosures or legal requirements; personnel access is need-to-know. Safety/use instructions may be passed to downstream users under Section 09. Lawful public/prior knowledge, independent development and lawful unrestricted sources are excepted. Protection lasts five years after last disclosure or order completion, whichever is later; trade secrets remain protected while qualifying. Notify breaches promptly; return/delete on request subject to lawful retention. Injunctive relief is subject to law.