



STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **EXISTING AGREEMENT.** T&B TUBE purchase orders that are issued under a written and fully executed procurement agreement between T&B TUBE ("Buyer") and Supplier are subject to the provisions of that agreement and the terms and conditions contained within that agreement agreed to be controlling.
2. **CONTRACT.** Receipt of the Purchase Order constitutes the Contractor's authority to furnish the item(s) in accordance with the terms of the Purchase Order and these Terms and Conditions for Purchase Orders.
3. **PRICING.** The Purchase Order is issued only at prices states. Except as otherwise provided, no charges should be added. Any changes in contract shall require Change Order prior to work being completed.
4. **DELIVERY.** Delivery must be made by date specified. Late deliveries shall be cause allowing T&B TUBE to terminate order. Truck deliveries will only be accepted Monday through Friday, 6am to 6pm.
5. **QUANTITIES.** Quantities ordered must not be exceeded unless authority for small deviations is specified in the order. **NO SUBSTITUTIONS** – Substitution of any item is prohibited without the express written approval of T&B Tube.
6. **ACKNOWLEDGEMENT.** Supplier should review T&B TUBE's purchase order and acknowledge any changes to T&B TUBE prior to invoice submission. The review should include but not be limited to the following T&B TUBE purchase order attributes (contracted price, purchasing UOM, Supplier item ID, manufacturer item ID, due date, and product description). Upon Supplier acknowledgement, T&B TUBE reserves the right to change the purchase order so that a submitted invoice will match the purchase order.
7. **PAYMENT TERMS.** All invoices shall be paid net thirty (30) days from receipt of an accurately submitted invoice.
8. **FREIGHT.** All shipping and handling charges shall be paid by T&B Tube – F.O.B. Destination, Freight Collect. Supplier shall bear the risk of loss of the shipment. Upon request by T&B TUBE, Supplier shall initiate and expedite all claims for loss or damage during shipment. Damaged products will be replaced on a rush basis and at no extra cost to T&B TUBE. No invoices will be paid on damaged merchandise until the claims are settled, and the payment discount period, if any, shall be extended accordingly.
9. **CHANGES.** T&B TUBE shall have the right at any time prior to the complete delivery of the goods or services to make changes to the goods and services ordered and changes in packaging, time, place and schedule of delivery, and method of transportation, and Supplier agrees to accept such changes. If any such changes cause an increase or decrease in cost or the time required for performance, and an itemized claim for adjustment is made within thirty (30) days of the notice of change, an equitable adjustment will be made and the applicable terms modified in writing in accordance with the adjustment.
10. **REJECTION.** Goods and services of Supplier shall be received subject to Inspection and approval by T&B TUBE after delivery. T&B TUBE may give Supplier notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. It is T&B TUBE's judgment that the goods or services do not conform with the requirements of the order. T&B TUBE shall have all of the following rights: (1) to return them to Supplier for reimbursement, credit, replacement, or corrections as T&B TUBE may direct; (2) to correct, rework, and/or replace with the additional cost to be charged to and paid by Supplier; and (3) to hold them at Supplier's risk and expense for disposal or correction according to Supplier's instructions. Any goods rejected by T&B TUBE that are returned to Supplier shall be at Supplier's risk and expense with the cost of packaging, handling, inspection, examination, transportation and to be charged to and paid by Supplier.
11. **TERMINATION.** T&B TUBE has the right to terminate this order and Contract for convenience, in whole or in part, at any time upon written notice to Supplier. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, T&B TUBE shall pay Supplier on a pro rata basis for work completed as of the date of termination and upon such payment all equipment, materials, work-in-progress, finished goods, drawings, information, special tooling, and other things for which T&B TUBE has paid shall at T&B TUBE's option become the property of T&B TUBE and be released by Supplier to T&B TUBE upon demand for pick-up and removal. The provisions of this clause are without prejudice to any other rights or remedies of T&B TUBE including those resulting from default by Supplier.
12. **CANCELLATION.** T&B TUBE shall have the right to cancel this order and contract, in whole or In part, If the goods or services are in T&B TUBE's judgment non-conforming or defective or not delivered as scheduled, or if Supplier fails to comply with or fulfill any of the terms and conditions of the order with T&B TUBE's shipping and billing instructions, or if in T&B TUBE's opinion the credit or ability of Supplier to perform becomes impaired, whereupon T&B TUBE shall have the right to obtain the goods or services ordered from another source with any resulting increase in cost thereof charged to and paid by Supplier.
11. **PAYMENTS.** Vendor/Contractor should send an itemized invoice to payables@tbtube.com promptly upon shipment or completion of work. The Purchase Order number must be shown on all invoices, packages, delivery slips, and correspondence. The name of the shipper shall also be identified on all shipments. Vendor/Contractor agrees that T&B Tube may set off the amount of any state tax liability against any payments due.
12. **INDEPENDENT CONTRACTOR.** Supplier will be required to sign the logbook on arrival and also upon their departure. A work report should be generated once the work is completed referencing the PO number and left in the receiving wall pocket in supervisor's office. Supplier is and shall remain an independent contractor. No employee, agent, or representative of Supplier or its subcontractors shall be deemed to be an employee of T&B TUBE. Supplier shall provide all safeguards and take all necessary precautions in connection with work and services performed by or for it relating to this purchase order to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property and shall be solely responsible therefor. Supplier warrants that all work and services relating to this purchase order will be done in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards and specifications concerning safety, performance, and otherwise and, without limitation, including work and services on or to premises controlled by T&B TUBE and to or with property or parts of T&B TUBE. Supplier agrees to indemnify, defend and hold T&B TUBE harmless from all claims based on injury to or by Supplier's employees, agents, or representatives or those of its subcontractors. Seller shall maintain all necessary insurance coverages, including public liability and Workman's Compensation insurance. Supplier shall name T&B TUBE as an additional insured with respect to the insurance policies identified above, with the exception of Workers' Compensation.
13. **NO SUBCONTRACTING.** Supplier shall not subcontract nor delegate performance of all or any part of its obligations hereunder without the prior written consent of T&B TUBE. T&B TUBE's consent to subcontracting by Supplier shall not relieve Supplier of any of Supplier's duties or obligations hereunder. Supplier shall be liable for all acts or omissions of its subcontractor(s) and anyone employed directly or indirectly by such subcontractor(s). Supplier shall require any subcontractor to maintain adequate and appropriate insurance coverage.
14. **OTHER PROVISIONS.** The provisions hereof and in the purchase order set forth the entire agreement between T&B TUBE and Supplier. T&B TUBE's failure to assert any right is not a waiver of it or any other right. Time is of the essence. All money due to Supplier is Subject to deduction or set-off by T&B TUBE to cover any counterclaim arising out of this or any other transaction with Supplier. If the development of goods or the services performed by Supplier and paid for by

T&B TUBE under this order result in patentable, copyrightable, or proprietary property, all rights, title, and interest thereto shall belong to and be assigned to T&B TUBE, unless otherwise specified in writing.