

GENERAL TERMS AND CONDITIONS

These terms and conditions (“Terms”), executed between AZZ and Customer, and together with AZZ, the “Parties”, shall set forth the terms and conditions related to AZZ’s sale of metal coating products and services (the “Products”).

1. The commercial relationship between AZZ and Customer related to the Products shall be governed and controlled by these terms and conditions (this “Agreement”). Any quotation produced by AZZ (“Quotation”) or purchase order produced by the Customer (“P.O.”) is subject to this Agreement, and all terms set forth in such Quotation or PO are incorporated herein by reference only to the extent they are mutually-agreed between the Parties through valid execution and do not conflict with, or attempt to modify, this Agreement. Without waiver for any failure of AZZ to object to additional, conflicting or inconsistent terms, the terms of the Agreement shall prevail over any additional, conflicting or inconsistent terms in any P.O. or any other non-AZZ documents related to the Product application to Customer Material, unless agreed to by an authorized agent of AZZ in a separate written agreement executed between the Parties and specifically referencing this Agreement. At its sole discretion, AZZ may receive and accept Materials (as defined below) from the Customer or Customer Affiliate (as defined below) for the application of Products on an ad hoc basis or without reference to a P.O. or Quotation; however, such Products will be rendered subject to this Agreement. At its sole discretion, AZZ may receive and accept Materials or a P.O. from an affiliate or subsidiary of the Customer entity listed above (“Customer Affiliate”); however, AZZ reserves the right to not extend payment terms or credit to such Customer Affiliate. The Customer represents and warrants that any Customer Affiliate is an affiliate of the Customer and the terms and conditions of the Agreement shall apply to Customer Affiliate, mutatis mutandis, as if the Customer Affiliate were the Customer under the Agreement.

2. Customer is deemed to have accepted this Agreement by its representatives’ or agents’ signature below and/or by delivery, or arranging for delivery, of its materials (“Materials”) to an AZZ location for AZZ Product application. Payment is due upon customer pick-up or delivery unless Customer received prior payment terms or credit approval from AZZ.

3. All prices are F.O.B. AZZ’s facility, unless otherwise specifically stated by AZZ in writing. All prices herein are based on the coating material referenced on the Quotation and normal course labor. Special labor, prepaid freight, express, parcel post or transportation charges are additional costs to the Quotation. All Materials coated for special applications or to special specifications, must be inspected and accepted by Customer at the applicable AZZ facility before shipment to Customer is made. Unless specifically agreed between the Parties in writing, to the extent the Order includes galvanizing Customer Material, AZZ’s Products shall conform with ASTM International standards A123 and as applicable A153, and Customer represents and warrants that the Customer Materials shall strictly conform to ASTM International standard A385. AZZ’s acceptance of Customer Material for Product application that does not conform to ASTM International standard A385 (i) shall not act as a waiver of the required conformity with ASTM International standard A385 hereunder, and (ii) shall absolve AZZ of any obligation hereunder for Products to conform to ASTM International standards A123 and A153.

4. All title to and risk of loss of Materials along with resulting Products remain with Customer at all times. Notwithstanding the foregoing, upon AZZ’s completion of the Product application to Customer Material, AZZ shall not have any liability for damage that occurs to Customer Materials between the Product completion and Customer’s receipt of the Materials. All Materials shall be stored in a commercially reasonable manner (including, but not limited to, nested storage), unless specifically directed on a Quotation. These terms assume that AZZ’s Product application to Customer Materials are for commercial use. Some terms may not apply to a strictly consumer transaction.

5. Customer shall pay, or reimburse AZZ and its affiliates for all taxes, duties, and other governmental charges imposed upon AZZ or its affiliates with respect to sale, use, and production of Products applied to Customer Material, or AZZ’s purchase or use of raw materials to make Products, except for the income taxes of AZZ and its affiliates. If Customer believes the Services are exempt from any taxes imposed, Customer shall furnish AZZ with a tax Certificate of Exemption or other documentation satisfactory to AZZ.

6. Settlements, orders and deliveries shall at all times be subject to the approval of the AZZ or its affiliates. Once Customer Materials are received by AZZ, Orders may not be canceled by the Customer for Work already in process or completed. AZZ will use best efforts to support partial cancellations to the extent notification is received timely.

7. Regardless of pick-up or delivery, Customer shall inspect completed Product applied to its Materials at AZZ's facility and report to AZZ any Products claimed to be non-conforming for resolution between the Parties before the Materials leave AZZ's facility. Acceptance of the Materials with or without inspection shall constitute a waiver of Customer's right to object to any AZZ Products for non-compliance. After delivery, Customer shall promptly notify AZZ about any Products claimed to be non-conforming and shall hold the Customer Materials without rework and further use for AZZ's prompt inspection and determination of whether any resolution is necessary. Claims for shortages, non-conformity, or other errors which are not made to AZZ in writing within two (2) days after Customer's receipt of delivered Materials or pick-up by Customer, constitute waiver of all claims by Customer. The Parties acknowledge and agree that Customer has an affirmative duty to timely inspect the Materials upon receipt of the Materials. Receipt of Materials without immediate notification to AZZ in writing of non-conformity shall be deemed to be acceptance of the Materials as conforming to the Quotation, P.O. and the Agreement, and the Customer waives all claims against AZZ related to the Materials.

8. AZZ'S OR ITS AFFILIATES' SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH IS EXPRESSLY LIMITED AT AZZ'S OPTION TO REDO PRODUCT APPLICATION OR PAY AN AMOUNT NOT TO EXCEED AZZ'S SALES PRICE (WITHOUT INTEREST) FOR THE PRODUCT APPLICATION INVOLVED. AZZ SHALL NOT REIMBURSE CUSTOMER, HONOR BACKCHARGES, OR ACCEPT PAYMENT DUE HELD BACK FOR ANY WORK CONDUCTED BY THE CUSTOMER OR A THIRD PARTY. THE AMOUNT DUE FOR THE PRODUCTS PERFORMED ON THE MATERIALS SHALL BE DEEMED EARNED IN FULL AND DUE UPON AZZ'S COMPLETION OF THE PRODUCTS AS APPLIED TO CUSTOMER MATERIALS RECEIVED BY AZZ.

9. The Parties' obligations hereunder are subject to delays caused by strikes, labor disputes (whether in AZZ's facility or in a facility of AZZ's suppliers or affiliates), fires, transportation, acts of God, acts of a public enemy, riots, sabotage, acts of Government, weather, or any other cause beyond AZZ's reasonable control. AZZ AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, FAULT OR EXPENSES ARISING FROM SUCH DELAYS.

10. No Materials may be returned for credit or re-Servicing, except as agreed in writing by the Parties. Unless Products are rightfully rejected, or a written agreement by the Parties to the contrary, Customer's failure to take delivery of its Materials within thirty (30) days (unless agreed otherwise by the Parties in writing) after the later of (i) notification from AZZ or an affiliate that such Materials were available for delivery/pick-up, or (ii) the delivery/ pick-up date specifically referenced on the P.O., constitutes Customer's abandonment of such Customer Materials; therefore AZZ, in its sole discretion, may dispose of the Materials including their sale with prior notice to Customer, and any proceeds may be applied to any amounts owed to AZZ by Customer. The Parties agree that this Agreement, the Quotation, and the P.O. may be used by AZZ and its affiliates to enforce its or their rights hereunder.

11. Customer grants AZZ a security interest in all Customer Materials, Products and any other property of Customer in AZZ's possession and control, and any substitutions, replacements, additions and proceeds of such property (collectively, "Collateral"), to secure payment of any sums hereunder that may come due to AZZ. Customer agrees to execute all documents necessary to perfect and maintain such security interest, and authorizes AZZ to take any actions necessary to perfect and maintain such security interest and its interests in the Collateral generally. Additionally, AZZ retains the right to file labor or materialman's liens along with any required notices in accordance with the laws governing such liens.

12. Materials shall be subject to AZZ's or manufacturer's standard manufacturing variations, classifications and extras, including normal warp and distortion due to assembly configuration, per ASTM A384. All powder coating is performed in accordance with the requirements of the applicable ASTM Specifications for Powder Coating. All electroplating is performed in accordance with the requirements of ASTM B633. Certificates of compliance with these specifications are available upon

request. EXCEPT AS EXPRESSED HEREIN, ALL WARRANTIES OF AZZ AND ITS AFFILIATES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL REPRESENTATIONS, GUARANTEES, INSTRUCTIONS, PROMISES, DESCRIPTIONS AND SAMPLES FROM AZZ OR ITS AFFILIATES OF, OR PERTAINING TO, PRODUCT QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS ARE EXCLUDED. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND ALL AZZ AND ITS AFFILIATES WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT ARE EXCLUDED.

13. Forbearance or failure of AZZ to enforce any term of the Agreement, or to exercise any right accruing from any default of the Customer shall not affect or impair AZZ's rights should default continue, or in the case of subsequent default of Customer, nor shall such forbearance or failure be deemed a waiver of AZZ's rights in case of other or future defaults of Customer.

14. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law principles.

15. With the exception of actions by AZZ to enforce liens or collect past due amounts, AZZ and Customer agree that any controversy or claim arising out of or relating to the Agreement, its formation, its breach, or its termination, including but not limited to claims relating to Products, shall be settled by final and binding arbitration in Fort Worth, Texas by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof for enforcement. Claims brought under the Agreement must be brought within one (1) year after the date after the date the Products were provided by AZZ under which such claim arises. Except for laws that require venue in a state other than Texas for enforcement of any liens, the Parties agree that venue of any legal action or proceeding and the rights and obligations of the Parties shall lie exclusively in the appropriate federal or state courts in Fort Worth, Texas.

16. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF OR RELATING TO THE AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED HEREBY, WHICH ARE NOT COVERED BY ARBITRATION.

17. AZZ and Customer agree that the terms of this Agreement, and any mutually-agreed and executed agreement modifying this Agreement, constitute one integrated agreement between the Parties and are not severable; however, in the event that one or more of the provisions contained in any such Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such offending provision shall be struck from the Agreement and such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Agreement. To the extent that a provision is deemed invalid, illegal or unenforceable in any respect, an arbitrator or court of competent jurisdiction shall produce an alternative valid, legal, and enforceable provision fulfilling the intentions of the Parties in the invalid, illegal or unenforceable provision.

18. The Parties expressly warrant, represent and state to each other that (i) no representation, promise or agreement that is not expressly stated herein has been relied upon in entering into the Agreement, (ii) the Parties are each sophisticated in commercial contract negotiations, and (iii) the Agreement has been fairly and equitably negotiated between the Parties with the benefit of representation by competent attorneys experienced in commercial contract negotiations. No waiver, alteration, modification, supplement or rescission of any of the terms of the Agreement, any P.O. and any other documents and instruments executed between the Parties shall be effective or binding unless made in writing and signed by all Parties.

19. IN NO EVENT, SHALL AZZ OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON AZZ HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO

ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS AZZ, ITS AFFILIATES, PARENTS AND SUBSIDIARY COMPANIES, AND THEIR OWNERS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY ANY OF THEM ON ACCOUNT OF LOSS, DAMAGE OR INJURY, RELATED TO THE CUSTOMER MATERIALS OR PRODUCTS WHETHER CAUSED IN WHOLE OR IN PART BY AZZ. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AZZ'S LIABILITY TO THE CUSTOMER, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, CUSTOMERS, CLIENTS, ADVISORS, AND AGENTS SHALL NOT EXCEED THE LESSER OF THE ORDER VALUE OR \$100,000.00.

20. Without terminating the Agreement, AZZ shall have the immediate right to cancel all pending P.O.s or Products upon (a) Customer's breach of any of its payment obligations hereunder if not cured within five (5) days of AZZ's written notification (email shall suffice); (b) Customer's material breach of any of its representations, warranties, covenants or agreements contained herein; and/or (c) Customer's failure to provide adequate assurance of future performance. If AZZ terminates the Agreement, AZZ shall be entitled to payment for Services delivered to Customer up to the date of termination. Additionally, all terms regarding arbitration, indemnification by and continuing liability of Customer in the Agreement shall survive the termination of the Agreement, including but not limited to the terms of paragraphs 8, 9, 11, 12, 15 and 19 of this Agreement.

21. Customer shall not assign its rights and obligations under the Agreement, any P.O. or any other documents and instruments executed between the Parties, without the prior written consent of AZZ. Any purported assignment in violation of this provision is null and void.

22. Except as otherwise expressly provided for in the Agreement, nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the Parties hereto, any rights, remedies or other benefits under or by reason of the Agreement. The Parties hereto are independent contractors and in the interpretation of the Agreement or any part of it, no rule of construction or interpretation shall apply to the disadvantage of any party on the basis that that party prepared the Agreement or seeks to rely on the terms and conditions of the Agreement.

23. The Agreement is between and binding upon the Parties hereto, their respective successors, heirs and permitted assigns. Customer and AZZ represent that their respective authorized agents signing the Agreement have the authority to bind Customer and AZZ to the Agreement on the Effective Date.