

## **TERMS AND CONDITIONS OF PURCHASE**

1. Purchases of goods and services by Mueller Industries, Inc., its subsidiaries and affiliates ("Buyer"), are governed by these terms and conditions, unless the parties have entered into a separate written agreement signed by an officer of Mueller Industries, Inc. and a duly authorized representative of Seller which by its terms expressly alters these terms and conditions. Buyer is not, and will not be, bound by any provisions of Seller's acknowledgement forms, invoices or other documents which conflict with the terms and conditions of this order, and acceptance of any goods or services under this order will not be construed as acceptance of any such provisions.
2. If this order specifies Buyer's requirements for a period of time and for certain prices, Buyer reserves the right, in the event the market price for the goods or services declines, or Buyer is offered similar goods or services of equal or better quality at a price less than the price stated herein, to cancel the unfilled portion of this order, unless Seller meets the lower prices. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment of goods.
3. (a) The dates of delivery for the goods or services specified are of the essence. Seller will immediately notify Buyer of any anticipated delay from any cause and will take all reasonable steps to minimize the impact on Buyer's order. Where only a portion of Seller's operations are affected, Seller agrees to fairly allocate its remaining capacity among its customers. (b) Buyer reserves the right to return excess shipments at Seller's expense.
4. Buyer will not be subject to additional charges for packing, cartage or crating charges for goods. Seller agrees to comply with shipping instructions issued by Buyer. Seller will indicate the purchase order clearly on all bills of lading, invoices and freight bills.
5. For all goods manufactured or produced outside of the United States of America, Seller will furnish, at Buyer's request, documents identifying the names and addresses of manufacturers or producers and containing written assurances of compliance with U.S. standards.
6. (a) Special tools, dies, patterns or other equipment furnished by Seller will be furnished and maintained by Seller at Seller's expense. If Buyer is charged for such tools, dies, patterns or other equipment, they will become the property of Buyer and will be for the sole use of Buyer, and are subject to removal at any time by Buyer. (b) All specifications, blueprints, drawings, technical information or data furnished by Buyer will remain the property of Buyer and will be used only in the manufacture of material or performance of services for Buyer. In no event will Buyer's materials be duplicated or used for the benefit of others.
7. (a) Payment for goods or services on this order will not constitute acceptance thereof. All goods will be received subject to Buyer's inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's risk, or returned at Seller's expense, plus a charge representing Buyer's cost of handling such goods. Buyer reserves the right to have rejected goods repaired or replaced by Seller, but Seller will not repair or replace such goods without receipt of an

order from Buyer. (b) All services performed are subject to Buyer's inspection and approval.

8. (a) Seller warrants to Buyer, Buyer's customers and users of products manufactured by Buyer incorporating the ordered goods that all the articles, material and work covered by this order will conform to the specifications, drawings, samples or other description furnished by the Buyer; that the Seller has good title to any and all such goods, free and clear of any and all liens or encumbrances; that the goods will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect, whether patent or latent; and that the provision of goods and the performance of services hereunder will comply with all applicable federal, state and local laws, and government regulations and orders. (b) Seller further warrants that all services will be performed in a professional and workmanlike manner with the degree of skill and care that is required by current good and sound professional standards and procedures. Seller further represents and warrants that the services will be completed in accordance with applicable specifications and will be correct and appropriate for the purposes contemplated in this order. Seller represents and warrants that Seller's performance under this order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.
9. Seller agrees, at its expense, to indemnify, defend, and hold harmless Buyer, its officers, directors, successors, assigns, employees, agents, customers and users of its products incorporating the goods provided, of and from any claim, loss, damage or expense, including any incidental or consequential damages, directly or indirectly arising out of (a) actual or alleged infringement of any patent, trade-mark, copyright or other private right by reason of the use or sale of the articles furnished pursuant hereto; (b) injury to persons or property arising from the negligence or other breach of duty or violation of this agreement by Seller, or others for whom Seller is responsible. Further, if Seller is to perform Services at Buyer's facility, Seller agrees to indemnify, defend and hold harmless Buyer against all damages, claims or liability for injury or damage to any person or property, including Buyer's property, arising from Seller's performance of such services. Seller agrees to carry (a) Workers' Compensation coverage as required by statute; Comprehensive General Liability insurance, with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, which policy will include premises and operation coverage, blanket contractual coverage, Owner's and Contractor's protective coverage, and completed operational coverage; and Comprehensive Automobile coverage with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, which policy will include owned, non-owned, and hired automobiles. Prior to commencing work at Buyer's facility, Seller agrees to provide Buyer with certificates evidencing all such coverages from insurance companies acceptable to Buyer. Such certificates will, except for Workers' Compensation insurance, name Buyer, its subsidiaries, affiliates, directors, officers, and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Seller that affords the additional insureds that same coverage as if the additional insureds were the named insured. Such certificates will provide on their face that the policies represented will not be terminated, amended, or allowed to expire without 30 days' prior written notice to Buyer; and will provide on their face that the policies represented contain a severability of interests clause generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

10. If Seller at any time enters Buyer's premises, Seller agrees to be bound by Buyer's safety, health, fire and environmental requirements, as amended from time-to-time, which are available for review upon request.
11. Neither party will be liable to the other for delays in the performance of this order due to fires, floods, accidents, riots, war, Governmental interference or embargoes, strikes, shortage of labor, fuel, material or supplies, inadequate transportation facilities, or due to any other cause beyond its control. Buyer may cancel any delivery not made timely because of any such excusable delay. The affected party will notify the other in writing of the cause of any such excusable delay promptly upon its occurrence and will advise of the anticipated impact of any such delay.
12. Buyer is interested only in the results obtained under this order; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of Buyer, and are not entitled to any employee benefits of Buyer. Seller will be responsible for all costs and expenses incident to performing its obligations under this order and will provide Seller's own supplies and equipment.
13. Seller, for itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from Buyer or created by Seller in the performance of this order will be the property of Buyer and will be maintained in the strictest of confidence and will not be used or disclosed by Seller to third parties except to the extent necessary for Seller's proper performance hereunder, and provided such third parties are required to adhere to the same confidentiality restrictions.
14. Seller agrees, in connection with the delivery of goods and services, to comply with all applicable federal, state and local laws, rules and regulations including, without limitation, the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Act of 1970. The Equal Opportunity Clause required by Executive Order 11246, as amended; the Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and the Affirmative Action for Handicapped Workers Clause required by the Rehabilitation Act of 1973, or regulations issued pursuant to the foregoing, are hereby incorporated and made part of this order and are binding upon Seller unless Seller is exempted by the Secretary of Labor.
15. (a) If Seller fails to perform its obligations under this order, whether in whole or in part, or in the event of bankruptcy or insolvency, Buyer may terminate this Agreement for cause and may pursue any and all remedies available at law or in equity. (b) In the event Buyer elects to cancel all or part of an order without cause, Buyer will pay Seller (i) the unit price for each item properly furnished and accepted prior to cancellation, plus (ii) the cost of goods in process which are reasonably identified as being manufactured or fabricated specifically for this agreement and which will be promptly delivered to Buyer, plus (iii) overhead and profit allocable to specialized goods in process of manufacture, but in no event will the amount payable exceed the contract price, less any payments previously made.
16. Each party agrees not to assign this order or delegate the performance of its duties without the consent in writing of the other party

17. Any waiver of strict compliance with the terms of this order shall not be a waiver of the right to insist upon strict compliance with the terms hereof thereafter.

18. All contracts will be interpreted, construed and governed by the laws of the State of Tennessee without regard to conflict of law provisions.

19. Any obligations which by their nature extend beyond the expiration or earlier termination of this order will survive the expiration or earlier termination of this order.

20. The terms and conditions stated herein constitute the entire contract between the parties and no agreement or other understanding in any way modifying these terms and conditions will be binding unless made in writing signed by an officer of Mueller Industries and a duly authorized representative of Seller.