

TERMS AND CONDITIONS FOR SALE OF GOODS

ARTICLE 1: DEFINITIONS

1.1 "Building Order" shall mean each contract or transaction between Buyer and Seller for the purchase of parts and material sufficient to allow Buyer or its contractor to construct an entire enclosure, structure or building on Buyer's property, which shall be fabricated in accordance with "Plans" (as defined herein) either prepared by Seller and approved by Buyer or Plans prepared by Buyer's engineers/drafters and approved by Seller.

1.2 "Buyer" shall mean the person or entity represented by the signature on the acceptance page hereof and includes its directors, officers, representatives, agents, successors and assigns.

1.3 "Change Order" shall mean a written document signed by Buyer and accepted in writing by Seller that revises or modifies any "Order" (as defined herein) in any fashion.

1.4 "Component Order" shall mean each contract or transaction between Buyer and Seller under which Buyer agrees to purchase and Seller agrees to fabricate and deliver Goods for a mutually agreed price. Such goods shall not be sufficient to allow Buyer or its Contractor to construct an entire Enclosure, Structure or Building

1.5 "Component Building Order" shall mean each contract or transaction between Buyer and Seller for the purchase of parts and material sufficient to allow Buyer or its contractor to construct an entire enclosure, structure or building on Buyer's property, which shall be fabricated in accordance with "Plans" (as defined herein) prepared by Buyer's engineers/drafters.

1.6 "Delay" shall mean (i) Buyer's failure to approve Plans or take other action required hereunder within the time specified; or (ii) the postponement, delay or extension of the time for fabrication or delivery of an Order as a result of any action or inaction by Buyer.

1.7 "Goods" shall mean the materials, equipment, elements, parts, or chattels comprising the Component Order, Building Order and or Component Building Order.

1.8 "Order" shall mean and include a Component Order or Building Order and or Component Building Order as appropriate to the context.

1.9 "Plans" shall mean plans, drawings and specifications which are either prepared by Seller and approved by Buyer, or, in the case of certain Component Building Orders, prepared by Buyer's engineers, shall include all foundation drawings, production drawings, and other written or pictorial descriptions of the Goods.

1.10 "Price" shall mean the amount set forth on any Order, and shall include all additions or supplements thereto, together with amounts shown on any "Change Orders," and shall include all other amounts due, or to become due, to Seller under the terms of any Order or these terms and conditions.

1.11 "Seller" shall mean Schulte Building Systems, Inc. a/k/a, Schulte Building Systems, Schulte Building Components, 17600 Badtke Road, Hockley, Harris County, Texas

ARTICLE 2: SALE OF GOODS

Buyer wishes to purchase and Seller wishes to sell Goods on an ongoing basis, all of which sales shall be subject to these terms and conditions which are incorporated by reference into, and shall govern, each purchase order, contract, subcontract, bid, specification, invoice, statement, confirmation or acceptance between Seller and Buyer in the event of any conflicts these Terms and Conditions shall govern.

ARTICLE 3: DOCUMENTS

3.1 Buyer's orders for Goods shall be documented by a written Order, including attachments. Buyer's signature on the Order signifies that (1) Buyer has checked and verified the Order for accuracy, (2) Buyer agrees to complete accurately and to submit Seller's Job Site Information form when requested by Seller, (3) Buyer agrees to accept the Goods timely, as itemized in the Order when fabrication is complete but in no case later than thirty (30) days following notice from Seller of completion of fabrication, (4) Buyer agrees to pay the agreed price timely as stated on the Order, and all other amounts which become due to Seller. These Terms and Conditions apply to all Component Orders, Building Orders and/or Component Building Orders.

3.2 These Terms and Conditions together with the documents referred to above, represent the complete and exclusive statement of the agreement between the parties and may not be modified or supplemented by oral representations, Buyer's purchase order, or any other document submitted by Buyer, a course of performance, a course of dealing or in any other way. Any amendment to these Terms and Conditions must be in writing and signed by an authorized officer of Seller. No oral agreements exist between the Seller and Buyer which vary or modify these Terms and Conditions.

3.3 A faxed or electronically transmitted, signed copy of a Component Order, Building Order and/or Component Building Order notice to proceed, these Terms and Conditions, or any other document or attachments shall

have the same force and effect as an original. These Terms and Conditions may be signed and delivered in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

ARTICLE 4: PRICES AND PAYMENT

4.1 The Price payable by Buyer for the Goods shall be as set forth on the Order. Unless otherwise noted on the Order, the Price does not include taxes, insurance charges, transportation or storage charges, unloading of Goods at Buyer's job site, building permit costs or fees, charges for performance bonds, bid bonds or payment bonds or any charges arising out of Change Orders, all of which shall be the responsibility of Buyer. All prices are quoted net, F.O.B. Seller's plant, payable in United States Dollars at Seller's offices, in Hockley, Harris County, Texas, U.S.A. without offset or withholding of any kind. Prices advertised by Seller are subject to change without notice until an Order is signed. All quotations are for acceptance within fifteen (15) days. After fifteen (15) days, prices are subject to change without notice. If Seller's fabrication of an Order is delayed for any reason, including, but not limited to, the request of Buyer or Force Majeure, for a continuous period of thirty (30) calendar days or more, the Order shall be subject to re-pricing by Seller to reflect any increases in labor and/or material costs, which Buyer hereby agrees to pay.

4.2 If (i) Buyer fails to make any payment when due and owing; or Buyer is in default under, or commits a material or anticipatory breach of any Order, Seller's credit terms, or this agreement; or if Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership, then Seller shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate the Order, and Buyer shall be obligated to Seller for all costs incurred by Seller, plus the entire amount of Seller's profit on the Order, and all other costs and expenses. In addition, Seller shall have the right to seek all remedies available, at law or in equity.

ARTICLE 5: TAXES

Buyer shall be responsible for paying any and all taxes that may be imposed on any Orders by any taxing authorities unless, prior to shipment or pickup, Buyer provides Seller with (i) a valid sales or use tax exemption, (ii) a signed copy of their original resale certificate or (iii) written documentation of any other tax exemptions verifying tax exempt status. When invoicing Orders, Seller will use all available information in an attempt to charge the appropriate tax in effect on shipment date as required by the various states. However, should a subsequent audit reveal that a different tax is due than Seller included in its invoice to Buyer, Buyer agrees to pay any additional tax due and Seller agrees to refund any excess tax that was erroneously collected, each within ten (10) days of notice thereof.

ARTICLE 6: CREDIT TERMS

6.1 Seller's Credit Department, at its sole discretion, shall have the right to approve and grant Buyer credit, set credit limits, set payment terms and increase, decrease, modify or terminate Buyer's credit privileges and/or payment terms at any time, within the limits of applicable law. Seller does not intend to charge interest beyond that allowed by applicable law.

6.2 First time or occasional Buyers shall pay cash on delivery (C.O.D.) for the contract value of the Component Order and/or Building Order, including applicable taxes and freight charges, on or before the date of delivery or, if Buyer is picking up the Goods, at the time Buyer picks up the order. Payment shall be made with cash or Cashier's Check payable to Schulte Building Systems. In some circumstances, at Seller's sole discretion, prior arrangements can be made through Seller's Credit Department to accept a personal or company check. Personal or company checks shall be verified with the Buyer's bank prior to shipment or pickup, which may delay fabrication time. Seller shall not be responsible for any delay on an order caused by the process of verifying checks.

6.3 Specially fabricated Orders may require up to a 50% deposit before fabrication can begin, at Seller's discretion.

6.4 Open account terms will be reviewed and established on an individual basis by the Seller's credit department.

6.5 Anything herein or in any Order or other documents to the contrary, notwithstanding, Seller shall have no obligations to fabricate or deliver any Order until its credit department has approved the Buyer's credit (including COD status) and Buyer has provided all information and documents, and complied with all conditions required for such credit approval.

ARTICLE 7: BUILDING ORDERS

The following provisions shall apply to all Building Orders:

7.1 Upon receipt of a purchase order or other request for a Building Order, Seller will submit to Buyer a quotation (the "Quote") specifying the Price and fabrication and delivery terms for the Building Order. When the Quote has been signed by Buyer and submitted for processing, it shall become the Building Order, subject to these terms and conditions.

7.2 Once the Anchor Bolt Plans have been approved by Buyer, Seller will furnish erection drawings to Buyer specifying the arrangement of the

components to be fabricated for the Building Order. Buyer shall have ten (10) days within which to approve the production drawings. Failure to do so within such 10-day period shall constitute a Delay as defined herein.

7.3 Once both the foundation drawings and production drawings have been approved by Buyer, Seller shall not be obligated to begin fabrication of the Order until Buyer has provided Seller with a notice to proceed (the "Notice to Proceed"), which may be in any form or transmitted by any media, but shall direct Seller to begin fabrication of the components of the Building Order. Upon receipt of a Notice to Proceed, Seller will furnish Buyer a confirmation of the Building Order and the fact that it is proceeding to fabricate the Building Order. Such confirmation shall be deemed final and binding upon both Seller and Buyer unless Buyer provides Seller notice of objection to the confirmation within two (2) business days.

7.4 Buyer's Notice to Proceed, or Buyer's failure to respond or object to Seller's confirmation shall constitute Buyer's certification and representation to Seller that:

(i) Buyer has the right to the immediate use, access or ownership of the real property upon which the building described in the Building Order is to be constructed;

(ii) Buyer has all permits and other governmental consents necessary for construction of the building described in the Building Order;

(iii) Buyer has obtained financing, or has actual cash on hand sufficient to pay the full purchase price for the Building Order, and for the construction or erection of the building described therein on the real property, and will, upon request of Seller, provide written confirmation of same as a condition precedent to Seller commencing fabrication;

(iv) All foundation drawings and production drawings have been approved by Buyer; and

(v) The foundation or other support structures and related facilities necessary for the construction or erection of the building described in the Building Order are in place and have been constructed in compliance with the foundation drawings.

7.5 Once the Building Order has been fabricated, Seller will provide notice of that fact to Buyer which shall constitute a tender of delivery to Buyer. If Buyer does not accept delivery of the Building Order within ten (10) days after such notice, such failure shall constitute a Delay as defined herein.

7.6 If Buyer does not accept delivery of the Building Order within thirty (30) days after Seller's notice that it is ready for delivery, Buyer shall be deemed to be in default hereunder and Seller shall have all the rights and remedies prescribed herein.

ARTICLE 8: CHANGES, CANCELLATIONS OR DELAY

8.1 All Orders are fabricated in accordance with Buyer's signed Order based on Seller's understanding of the specifications and data submitted by Buyer, or based on drawings and specifications prepared by Seller and furnished to Buyer in the case of a Building Order. Buyer bears the responsibility for any ambiguity in such specifications and data submitted by Buyer. Buyer shall send any requests for additions, deletions or other revisions to any Order to Seller, promptly and in writing, referencing the number of the Order to be changed. No Change Order shall be valid until it has been accepted by Seller's authorized agent in writing. If the requested changes result in pricing changes to the Order, Seller will produce a "Change Order" documenting such changes. The Buyer must sign and return the Change Order to the Seller for the change(s) to become a valid part of any Order. Buyer agrees to pay for any Goods fabricated by the Seller on the Order prior to Seller signing the Change Order. Seller will not be responsible for any delay in fabrication or shipment caused by Change Orders.

8.2 Buyer may cancel any Order upon written notice to Seller and upon the payment of Seller's cancellation charges, which shall include (i) all costs incurred but unpaid at the time of cancellation, including, but not limited to, payment for any Goods fabricated prior to Seller processing the cancellation, and (ii) costs of preparation of details and drawings and (iii) a reasonable proportion of Seller's anticipated profit on the Order, as determined by Seller in its reasonable discretion. No cancellation is valid until approved and accepted in writing by Seller's authorized representative.

ARTICLE 9: DEFAULT

9.1 If Buyer fails to pay when due any amounts due under any Order or these Terms and Conditions, Seller may, at its option, defer additional order acceptance, shipment or pickup; put Buyer's account on "Credit Hold" status; cancel any uncompleted balance of the Order; revoke or re-evaluate any open account credit approval previously granted to Buyer; and/or require 100%

prepayment of any current or future Order. Seller shall not incur any liability for any effect on Buyer's credit rating or reputation if any of these steps are taken. A Buyer on Credit Hold will not be allowed to place, pick up, or ship any Order(s) until Credit Hold status has been removed by the Seller. Any Order in progress at the time an account is placed on Credit Hold status shall be delayed until this status is removed by the Seller. If any such delay continues beyond the period provided herein, Buyer shall be deemed to be in default hereunder. Seller will make a reasonable attempt to notify any Buyer who is placed on Credit Hold status, but Seller's failure to send, or Buyer's failure to receive, such notice shall not create liability upon Seller, nor waive any of Seller's rights. Seller shall not be responsible for any delays, losses or consequential damages to Buyer or any other person or entity resulting from an account status change to Credit Hold.

9.2 All amounts not paid when due hereunder shall bear interest from the date they are due until paid at the highest rate permitted by law, and if collection of the account requires any legal counsel or procedures, Buyer agrees to pay reasonable attorneys' fees plus interest, costs and any damages as may be allowed by law. No failure of the Seller to exercise any right or remedy it may have to waive any of Seller's rights in case of any subsequent default.

9.3 Buyer grants and Seller retains a security interest in the Goods to secure payment of the purchase price therefore and all other charges due and owing to Seller. This security interest constitutes a 'purchase money security interest' pursuant to the Uniform Commercial Code and this document is a contract, security agreement and financing statement between Buyer and Seller. Upon Seller's request, Buyer will execute within 5 days, financing statements evidencing the security interest granted herein.

ARTICLE 10: FORCE MAJEURE

Seller shall not be liable to Buyer or to any third parties for whose use any of Buyer's Orders are intended, or for any penalties, damages (whether liquidated or unliquidated), claims or any other losses occasioned by Seller's failure or delay in preparing Plans, making tender of a fabrication or any Order if such failure or delay results from causes or events beyond Seller's reasonable control (a "Force Majeure Event"), including, but not limited to, fires, floods, storms, hurricanes, casualty losses, accidents, or other acts of God, strikes, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, terrorism, sabotage, embargo, machinery break down, truck shortage or any transportation delay or difficulty, inability to obtain labor or raw materials, delayed direct shipment of Goods by third parties, Plan approvals which are not timely returned by Buyer, or any other act or omission of Buyer.

ARTICLE 11: INDEMNITY AND LIMITATION

11.1 Buyer hereby agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective agents and employees from all claims, suits or proceedings based on a claim of personal injuries or death, property damage, product liability or any other liability of any kind under any legal theory of liability arising out of or attributable to the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of the Goods, including without limitation for Seller's sole negligence.

11.2 Notwithstanding anything stated to the contrary herein, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES of any kind or character, including, but not limited to, loss of use, loss of profit, loss of property, or loss of revenue, whenever relating to or in connection with any Component Order and/or Building Order.

11.3 The total liability of Seller on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold hereunder will not exceed the price allocable to the Goods or any part thereof which give rise to the claim. To the extent that Buyer's assets allow, or to the extent that any other provision of law allows it to do so, Buyer waives all provisions of the Texas Deceptive Trade Practices – Consumer Protection Act to the extent which such waiver is effective pursuant to Section 17.42 of the Texas Business and Commerce Code.

ARTICLE 12: WARRANTIES

12.1 Seller warrants to Buyer that its Goods will be consistent with Seller's specifications and will be free of defects in workmanship for one (1) year from the date the Goods described in an Order are fabricated or tendered for delivery, whichever occurs first. Seller shall not be responsible for fabrication errors attributable to defective fabrication drawings or details supplied by Buyer, or dimensions on any Plans that have been confirmed or approved by Buyer. With respect to goods or materials purchased from third parties, Seller shall have no warranty or other obligations with respect to such third-party Goods, but Seller hereby assigns to Buyer the right to enforce (along with Seller) all warranties and guarantees Seller receives from the manufacturers and suppliers of third-party Goods. Buyer represents that none of the Goods are to be used in residential construction and agrees that Seller is not responsible or liable for any

warranties or performance standards established by the Texas Residential Construction Commission (TRCC) or its enabling statutes, or any similar commission, statute or regulation in any other state.

12.2 Buyer acknowledges that additional warranties are available at additional cost for external paneling, exterior sloped roof panels, vertical wall panels and roof weathertightness. The Weathertightness warranty, available on TS-324 and the VS-216 standing seam roof systems must be requested and included on the Component Order, Building Order and/or Component Building Order by the Buyer and approved by Seller prior to Order Acceptance. In the event such additional warranties are purchased and/or granted, the terms, conditions and limitations thereof shall be expressly stated in the Warranty Certificates issued by Seller with respect thereto.

12.3 THE WARRANTIES SET FORTH IN THIS SECTION SUPERSEDE AND ARE EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER.

12.4 CLAIMS FOR GOODS THAT ARE DEFECTIVE WHEN TENDERED MUST BE MADE TO SELLER, IN WRITING, WITHIN TEN (10) DAYS AFTER THE DATE THE GOODS ARE TENDERED FOR DELIVERY OR PICKUP BY BUYER OR SUCH CLAIMS SHALL BE WAIVED CONCLUSIVELY. Seller shall have the right and shall be given reasonable time and opportunity to inspect and confirm any defect. Any Buyer replacement, repair or remedy of Goods which has not been authorized by Seller in writing shall void any remaining warranty and shall be performed at the expense of the Buyer, without recourse. Seller will, at its option, either repair or furnish replacement Goods ex works, or, without replacement, render a reasonable credit for Goods which prove defective. Any such warranty replacement, repair or remedy shall only be warranted until the conclusion of the original warranty term of the Goods. THIS SHALL BE THE SOLE OBLIGATION OF SELLER WITH RESPECT TO COMPONENT ORDERS, AND BUYER SHALL BE ENTITLED TO NO OTHER REMEDIES.

12.5 Seller shall have no liability for the failure of Buyer, or its contractors or agents, to comply with any Plans, nor for any soil, soil compaction, subsoil, or other environmental conditions. Damages or defects caused by outside sources, including, but not limited to, improper handling during shipping, improper installation, improper storage or handling, misuse or abuse, lack of proper maintenance, or normal wear and tear are not covered under Seller's warranties. Seller shall have no obligation to provide warranty service or replacement at any time during which Buyer has not paid Seller in full for all amounts due under any Order under any invoice, contract or agreement. Seller's warranties (except roof weathertightness) are not transferable and not assignable beyond the original end use customer.

ARTICLE 13: DELIVERY

13.1 Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage.

13.2 Seller is not obligated to send Goods by overnight air freight, direct truck line, or other expedited method unless Buyer prepays for such services. Seller shall not be responsible for loss or damage to Goods that occur after tender for pick up or delivery. Seller shall have no obligation to remove or dismantle defective parts or to erect or install replacement parts. Back charges that are not accepted by Seller in writing shall have no effect and Buyer's account may be placed on immediate Credit Hold until resolution. Seller shall not be responsible or financially liable for delivery delays or any of Buyer's costs expended on remedies unauthorized by Seller, including, but not limited to, Buyer's erection crew expense or rental equipment costs or liquidated or consequential damages of any kind. **ARTICLE 14: SPECIAL PICKUP OF GOODS**

14.1 With Seller's prior written consent, Buyer may make arrangements to pick up Orders at Seller's plant. It is Buyer's responsibility to call ahead to confirm the loading schedule and that Buyer's order is complete and ready for loading. Seller's Shipping Department normally loads on a first-come, first-served basis, beginning at 6:00 a.m., Monday through Friday (excluding holidays and inventory days). Buyers picking up large orders (in excess of one truck load) are required to leave trailers to be loaded at least one day prior to pick up date and must be in Seller's plant no later than 12:00 p.m. Buyers picking up smaller orders (less than one truck load) must be in Seller's plant no later than 12:00 p.m. If Goods held at Buyer's request beyond the scheduled

tender date and time they shall be at Buyer's risk and such event shall constitute a Delay. All C.O.D. Orders must be paid in full prior to loading.

14.2 Seller will load orders for pickup only under the conditions and limitations set forth herein. Buyers are responsible for sending suitable vehicles, capable of hauling the size and weight of the Buyer's Goods. Since Seller loads Goods with overhead cranes and forklifts, a flatbed trailer without side boards is most suitable. Seller cannot load open end, closed trailers, such as horse trailers or export containers, and shall not be responsible for any damages of any kind incurred during loading of inappropriate vehicles. Seller is not responsible or financially liable for any delays or damage caused by others loading at Seller's plant.

14.3 Buyer shall be responsible for providing an appropriate method and materials for securing the Goods to the vehicle, and Buyer shall secure the loaded Goods. Seller shall not be responsible or liable for any damage or loss to Goods, vehicles, other property, or persons caused from unsecured or improperly secured Goods shifting or falling from Buyer's vehicle during transport, or caused from Buyer rearranging or loading of additional materials not purchased from Seller. Buyer's vehicle or trailer must be completely empty prior to Buyer's Goods being loaded. Seller will not rearrange any preexisting materials on Buyer's vehicle, and will not allow Buyer to offload or rearrange materials on Seller's premises. Seller will not block over any preexisting Buyer materials in order to load Buyer's Goods on top of such preexisting Buyer materials.

14.4 Partial Order pickups are not permitted except upon Seller's sole discretion. Partial pickups must be preapproved in writing, and such approval shall not release Buyer's financial obligation for any Order balance. In cases where partial pickups are part of a C.O.D. Order, payment for the entire order balance must be paid prior to initial pickup. Buyer shall be responsible for any additional freight charges resulting from multiple pickups.

14.5 Buyer agrees that Buyer's loaded vehicle will promptly exit the Seller's plant through the security gate. Buyer will allow Seller's Security Officer to inspect and videotape the load before tarpaulins are placed over any Goods. **ARTICLE 15: ARBITRATION**

Any controversy, dispute or claim arising in connection with any Goods, any Order, or any Plans, invoice or other documents or transactions to which these terms and conditions apply, or any other dispute of any kind or character arising between Seller and Buyer, or any other owner, user or purchaser of any of the Goods, including disputes as to the validity and interpretation of this arbitration clause, shall be submitted to binding arbitration before the American Arbitration Association in accordance with its rules for commercial arbitration. Any such arbitration shall occur in Houston, Texas.

ARTICLE 16: NOTICES

16.1 Notices to Seller in connection with the fabrication or delivery of any Order, or the approval of Plans may be sent by facsimile transmission or email provided, however, that such notices shall only be effective when, and if, receipt thereof is acknowledged by Seller in the form of a subsequent facsimile or email.

16.2 All other notices, demands and other communications permitted or required hereunder shall be in writing, shall be given either by personal delivery, facsimile transmission, or by registered or certified mail, return receipt requested, and shall be deemed to have been given or made when personally delivered, or the next business day after received as evidenced by return receipt or confirmation of facsimile transmission addressed to the respective parties at the addresses shown on the front of the Order. This agreement and the rights and obligations hereunder shall not be assignable by any party hereto without the prior written consent of all other parties.

ARTICLE 17: MISCELLANEOUS

THE LAWS OF THE STATE OF TEXAS SHALL CONTROL THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THIS CONTRACT EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION TO APPLY. All of the obligations performable, and all amounts payable, in connection with any Order, or under these Terms and Conditions, shall be payable and performable at Seller's offices in Hockley, Harris County, Texas. If Buyer is located in Louisiana, the parties agree to waive or redress under Section 9:2779 of the Louisiana Revised Statutes as it relates to the forum and choice of law for any Orders