

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

CONTRACT

36151

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3 THIS CONTRACT is made and entered, in duplicate, as of October 18,
4 2021 for reference purposes only, pursuant to Resolution No. RES-21-0125, adopted by
5 the City Council of the City of Long Beach at its meeting on October 12, 2021, by and
6 between KOPPL PIPELINE SERVICES, INC., a California corporation ("Contractor"), with
7 a place of business at 1228 Date Street, Montebello, California 90640 , and the CITY OF
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, the City requires pipeline stopper fittings and tapping and
10 stopping services for natural gas pipelines greater than 12-inches in diameter; and

11 WHEREAS, City did by Resolution No. RES-21-0125 determine that the
12 City's need to purchase pipeline stopper fittings and tapping and stopping services for
13 natural gas pipelines greater than 12-inches in diameter could only be met by Contractor
14 and, by reason of the foregoing, no useful purpose would be served by advertising for
15 bids to purchase pipeline stopper fittings and tapping and stopping services for natural
16 gas pipelines greater than 12-inches in diameter, and to do so would constitute an idle
17 and useless act and an unnecessary expenditure of public funds;

18 NOW, THEREFORE, in consideration of the mutual terms and conditions
19 contained herein, the parties agree as follows:

20 1. Contractor shall sell, furnish and deliver to City pipeline stopper
21 fittings and tapping and stopping services for natural gas pipelines greater than 12-inches
22 in diameter, attached hereto as Exhibit "A" and incorporated herein by reference, as
23 authorized by Resolution No. RES-21-0125.

24 2. City shall pay Contractor in due course of payments, following
25 receipt of an invoice from Contractor and upon acceptance from City, for pipeline stopper
26 fittings and tapping and stopping services for natural gas pipelines greater than 12-inches
27 in diameter, the prices shown in Exhibit "A", a sum not to exceed Four Hundred
28 Thousand Dollars (\$400,000) annually.

1 3. The term of this Contract shall commence on November 1, 2021,
2 and shall terminate at midnight on October 31, 2023 unless sooner terminated as
3 provided herein. The Contract may be extended for three (3) additional one-year periods,
4 at the discretion of the City Manager. The City may terminate this Contract by giving
5 thirty (30) days prior notice of termination to Contractor.

6 4. Neither this Contract nor any of the moneys that may become due
7 Contractor hereunder may be assigned without the prior written consent of City.

8 5. Any notices required hereunder or desired to be given by either party
9 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
10 class postage prepaid, addressed to Contractor at the address stated herein, and to City
11 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
12 shall be deemed given on the date personal delivery is made or on the date of deposit in
13 the mail, whichever first occurs.

14 6. City shall have the benefit of the manufacturer's warranties on the
15 Equipment, and Contractor warrants that the Equipment is in good working order and free
16 from defect at the time of delivery.

17 7. Contractor shall not, except for moneys due and payable hereunder,
18 assign its rights or delegate its duties hereunder, or any interest herein, or any portion
19 hereof, without the prior written approval of City. Any attempted assignment or
20 delegation shall be void, and any assignee or delegate shall acquire no right or interest
21 by reason of such attempted assignment or delegation. Furthermore, Contractor shall
22 not subcontract any portion of the performance required hereunder without the prior
23 written approval of City.

24 8. Miscellaneous.

25 A. In connection with performance of this Contract and federal
26 laws, rules and regulations, Contractor shall not discriminate in employment or in
27 the performance of this Contract on the basis of race, religion, national origin,
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

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disability.

B. This Contract was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

C. This Contract, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Contract.

D. This Contract shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Contract shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.

E. This Contract, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, or preprinted terms and conditions of the Purchase Order to the extent they are inconsistent with this Contract, with respect to the subject matter herein.

F. In the event of any conflict or ambiguity between this Contract and any Exhibit, the provisions of this Contract shall govern.

G. If there is any legal proceeding between the parties to enforce or interpret this Contract or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

H. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Contract, or of any right to damages or indemnity stated herein. The waiver of any breach of this Contract shall not constitute a waiver of any other or subsequent breach of this Contract.

I. Termination of this Contract shall not affect rights or liabilities of the parties which accrued prior to termination and shall not extinguish any warranties.

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1 J. Contractor shall not use the name of City, its officials or
2 employees in any advertising or solicitation for business nor as a reference without
3 the prior written approval of City's City Manager.

4 K. This Contract is intended by the parties to benefit themselves
5 only and is not in any way intended or designed to or entered for the purpose of
6 creating any benefit or right for any person or entity of any kind that is not a party
7 to this Contract.

8 L. In performing hereunder, Contractor is and shall act as an
9 independent contractor and neither Contractor nor its employees, agents,
10 suppliers or subcontractors shall act as or be deemed employees, representatives
11 or agents of City.

12 M. Contractor shall comply with all applicable federal, state and
13 local laws and regulations during performance hereunder.

14 N. The terms and conditions of this Contract are severable. If
15 any term or condition is held invalid, void or unenforceable, the remaining terms
16 and conditions shall be given effect.

17 O. The division of provisions hereof into sections and the
18 captions on those sections is for convenience only and shall not be considered in
19 construing this Contract.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

KOPPL PIPELINE SERVICES, INC., a California corporation

December 2, 2021

By Carol Sanchez
Name Carol Sanchez
Title President

DECEMBER 2, 2021

By Anthony Guever
Name ANTHONY GUEVER
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

December 20, 2021

By Sandra J. Jabron
City Manager

"City"

This Contract is approved as to form on 12-10, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

KOPPL PIPELINE SERVICES, INC., a California corporation

December 2, 2021

By Carol Sanchez
Name Carol Sanchez
Title President

DECEMBER 2, 2021

By Anthony G. Suber
Name ANTHONY G. SUBER
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Contract is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”

PRICING



Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA

Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

CCL#844802 AZCL#ROC216719 NVCL#0060642
California DIR# - 1000000314

Koppl Pipeline Services, Inc. is pleased to provide the following line stop service estimate per your request.

Koppl is an experienced specialty contractor and we employ the latest technology for hot tapping, line stopping, and pipe freezing for trouble free completion of even the most complicated projects. With a broad background in on-line services, our technicians are well trained and confident in the work they perform.

Some of our other services and products we supply:

- Hot Tapping
- Pipe Freezing
- Welding Services for Hot Tapping and Line Stopping Operations
- ThermoWell Insertions
- Valve Insertions
- Hot Taps and Line Stops on HDPE Piping (Natural Gas or Water)
- Local Machine Shop for Custom Fabrication of Fittings

Please review the following estimate and its attachments. We will be happy to meet with you if you need further clarification or if an on-site visit is required.

Thank you for the opportunity to provide this estimate and please contact us if you should have any questions.

Best Regards,

Anthony Schneller



Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA

Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

CCL#844802 AZCL#ROC216719 NVCL#0060642
California DIR# - 100000314

Line Stop Service Estimate

Date: August 3, 2021
Customer Name: Long Beach Energy Resources
Contact: Deanna Rubalcaba
Jobsite Location: Long Beach, CA
Job Description:

Quotation #: AVS080321D
*Please reference this quotation number when calling to schedule.

1ea – 6" Hot Tap and Line Stop Only	\$6,899.00	ReEntry	\$5,864.90
1ea – 8" Hot Tap and Line Stop Only	\$7,264.00	ReEntry	\$6,174.09
1ea – 10" Hot Tap and Line Stop Only	\$9,460.00	ReEntry	\$8,040.90
1ea – 12" Hot Tap and Line Stop Only	\$9,940.00	ReEntry	\$8,449.26
1ea – 14" Hot Tap and Line Stop Only	\$22,279.00	ReEntry	\$18,937.60
1ea – 16" Hot Tap and Line Stop Only	\$25,303.00	ReEntry	\$21,506.73
1ea – 18" Hot Tap and Line Stop Only	\$28,325.00	ReEntry	\$24,075.85
1ea – 20" Hot Tap and Line Stop Only	\$31,348.00	ReEntry	\$26,644.98

Pricing subject to a yearly increase not to exceed 15% during the contract period.

Koppl Pipeline Services will supply the following: Labor & Equipment to install temporary valve, test, hot tap, install stopper in line, allow your crew to perform their work, remove stopper, set completion plug, remove temporary valve, and install cap. Line Stop to remain in line for up to 8 hours.

Customer Responsibilities: All necessary and required permits, safe access to jobsite (traffic control, scaffolding, ladders, shoring, lifting equipment if required, etc.). Also see additional references on next page.

Customer Delays: Delays caused on the jobsite that are of no fault of Koppl Pipeline Services will be billed at \$140.00 per hour per technician, plus any applicable overtime.

Coupon Retention: Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.


Payment Terms: Net 30 – Pending Credit Approval

Customer Acknowledgement

Customer has reviewed and agreed upon the above estimate for the work described herein. Customer is aware of the fact that job parameters may change and extra charges may occur. If the job scope changes upon our arrival, customer is entitled, at customer's request, to receive a revised estimate. Signatures below indicate acknowledgement and acceptance of this estimate and additional references, along with its standard terms and conditions.

Thank you in advance for considering Koppl Pipeline Services for your hot tapping, line stopping, pipe freezing, and valve insertion needs.

Authorized Koppl Representative:

Signature: 
Anthony Schneller

Date: August 3, 2021

Authorized Customer Representative:

Signature: _____

Date: _____

Additional References

Site Preparation

Customer is responsible for safe preparation of the work site. For underground work, this may include traffic control, excavation, shoring, permits, etc. For work performed inside of a building or other structure, safe access to the work area must be provided, such as scaffolding, a manlift, or ladders. Please contact your sales representative for detailed requirements depending on the work to be performed.

Pipe Information

Customer must provide accurate dimensional information for the pipe in which the line stopping operation will occur. This will include type of pipe, class, outside diameter, inside diameter, pressure, temperature, etc. If the information is found to be inaccurate at the time the work begins, a re-quote may be required. A brief summary of the work to be performed while the line stop is in line should also be provided.

Thrust Restraint

Any type of thrust restraint that is required to properly prevent pipe movement shall be provided by the customer. Any engineering necessary for the design of the restraint shall also be the responsibility of the customer.

Pipe Integrity

Prior the line stop operation, the owner of the pipeline shall be responsible for verifying the integrity of the existing line in which the line stop will be inserted. Although Koppl follows all industry standard procedures when tapping and line stopping, there is no way to determine the integrity of the pipe being tapped. The pipeline must be able to handle axial, longitudinal, and bending loads that are imposed by the Line Stop Equipment. Adequate supporting of the line, such as concrete, shall be provided by the customer. If a failure should occur, Koppl shall be relieved of all liability related to the incident.

Equipment Support Block

Support of our equipment at the line stop location may be required. This typically consists of a concrete support block placed under and around our line stop fitting to carry the loads imposed on the pipe by our equipment. Consult with your sales representative for clarification.

Suspension of Flow

Customer must provide suspension of flow at the time the line stop head is inserted into the line. Pressure may be maintained, but flow must be stopped. Consult with your sales representative for clarification.

Chlorination

It will be the customer's responsibility to provide any chlorination services that may be required. This applies to any equipment, bypasses, or fittings that are related to the line stop process. Requirements for flushing must be discussed before prior to the line stop being scheduled.

Blow Down and Draining

After the line stops have been set, it will be the customer's responsibility to blow down the line and drain its contents in a safe and controlled manner.

Leakage

Due to various internal piping conditions, a 100% seal on the line stop may not be possible. Koppl will attempt to obtain the best seal attainable given the conditions, but no guarantee can be made as to the quality of the line stop. The customer must be prepared for containing and working with any leakage that may occur. Consult with your sales representative for clarification.

Equalization

Equalization of pressure on both sides of the line stop location is required prior to removing the line stop head. A means of equalization must be provided.

Duration of Line Stop

The line stop shall remain in line for the duration stated above. If additional days are required, additional equipment charges may apply.

Pipe Coating

Prior to our arrival on site, the customer is responsible for removing any existing coating on the pipe. This includes insulation, tape wrap, concrete, tar coating, etc. Any coating containing asbestos will need to be abated before we can begin any work on site.

Welding

If Koppl Pipeline Services is to provide welding services, connection of a welding machine may be necessary. An electrician must be available to connect our portable welding machine to a suitable power source (208 or 480 3-phase, minimum 20 amp breaker). Our truck mounted welding machine may be used if we can park within 200 feet of the job location. If Koppl provides a welder, the customer must provide a fire watch.

Stand-By Time and Overtime

Delays beyond our control will be subject to a charge of \$120.00 per man / per hour for straight time, plus any applicable overtime.

Coupon Retention

Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.

Cutting Debris

When performing a hot tap, there is a risk of shavings entering the valve and/or the pipeline itself. These shavings may prevent the isolation valve used for the hot tap from obtaining a 100% seal. The customer assumes all responsibility for repairing or replacing the valve if needed. If the valve does not seal to acceptable level for Koppl to remove the tapping equipment, the customer shall make all arrangements to shut the line down so the equipment can be removed. Any costs associated with the shutdown shall be paid by the customer.

C900 and PVC Piping

On certain systems, C900 piping may have a tendency to crack and catastrophically fail. Although Koppl follows all industry standard tapping procedures when tapping into C900, there is no way to determine the integrity of the pipe being tapped. If a failure should occur, Koppl shall be relieved of all liability related to the incident.

Prevailing Wage & Project Labor Agreements

KOPPL PIPELINE SERVICES, INC. IS A NON-UNION CONTRACTOR. Customer must notify Koppl, in advance, of any requirement to be signatory to a union in order to comply with a site project labor agreement. We must also be notified to pay prevailing wage rates or to provide certified payroll reports. Requirement to do so shall warrant a requote.

Pricing

Pricing is based on the scope of work described. Any changes to this scope may change unit pricing or total pricing. Please contact us for a new quote if the quantities, sizes, or scope of work is modified.
Pricing for the above referenced work is valid for a period of 90 days from the issue date.

I have read the above additional references:

Signature: _____

Date: _____

**ON-STREAM SERVICES & PRODUCTS
TERMS AND CONDITIONS**

GOVERNING TERMS

THESE TERMS AND CONDITIONS ARE AN OFFER BY US TO YOU SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THE CONTRACT FORMED BY YOUR ACCEPTANCE OF THIS QUOTATION, OR BY YOUR REQUEST THAT WE ENTER A SALES ORDER FOR YOU, OR BY YOUR ACCEPTANCE OF A SHIPMENT FROM KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC WILL CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC AND YOU AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN US EITHER EXPRESSED OR IMPLIED. IF YOU ISSUE A DOCUMENT OF YOUR OWN, THIS DOCUMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF YOUR DOCUMENT. ALL TERMS AND CONDITIONS, DISPUTES AND LEGAL ACTIVITIES SHALL BE CONDUCTED IN AND INTERPRETED BY THE JURISDICTION AND LAWS OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY.

SHIPMENT

DELIVERIES SHALL BE MADE IN ACCORDANCE WITH A DELIVERY SCHEDULE, WHICH MAY BE REVISED BY MUTUAL AGREEMENT TO ADJUST TO JOB CONDITIONS OR MANUFACTURING REQUIREMENTS. WE CANNOT GUARANTEE PRECISE DELIVERY OR INSTALLATION DATES AND SHALL NOT BE RESPONSIBLE FOR DELAYS IN DELIVERIES, NOR LIABLE FOR ANY LOSSES, EXPENSES OR DAMAGES, INCLUDING LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND, WHICH YOU OR YOUR CUSTOMER MAY INCUR. ACCEPTANCE OF DELIVERY BY YOU CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THE DELIVERY SCHEDULE AGAINST WHICH THE DELIVERY WAS MADE. UNLESS STATED OTHERWISE IN THE QUOTATION, SHIPMENTS ARE QUOTED F.O.B. OUR DOCK OR OUR VENDOR'S DOCK.

PRICES, PAYMENT AND TAXES

PRICE DOES NOT INCLUDE ANY STATE, FEDERAL, OR LOCAL TAXES UNLESS SPECIFICALLY NOTED. TERMS OF PAYMENT ARE STATED ON THE QUOTATION. OUR TERMS OF SALE DO NOT PERMIT OR ALLOW THE WITHHOLDING FROM PAYMENT OF ANY PERCENTAGE OF DOLLAR AMOUNT DUE AND PAYABLE TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC BECAUSE THE OWNER OR FINANCING AGENCY WITHHOLDS FUNDS AS RETENTION, OR FOR SOME OTHER REASON, UNTIL SOME FUTURE CONDITION IS FULFILLED. ALL FUNDS RECEIVED BY YOU OR PAYABLE TO YOU FOR SATISFACTION OF THE AMOUNT DUE KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC HEREUNDER SHALL BE HELD AS A TRUST FUND FOR PAYMENT OF YOUR OBLIGATIONS TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC, AND SHALL NOT BE APPLIED TO OTHER PURPOSES UNTIL YOUR OBLIGATION TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC IS SATISFIED. PAYMENT SHALL BE IN UNITED STATES OF AMERICA DOLLARS. NO BACKCHARGES, WITHHOLDING OR DEDUCTS OF ANY KIND ARE ALLOWED. PRICES ARE SUBJECT TO INCREASE TO COMPENSATE FOR ANY INCREASE IN OUR COSTS DUE TO NEW OR INCREASED TAXES OR GOVERNMENTAL REGULATORY MEASURES. PRICES ON THE QUOTATION ARE BASED ON THE QUANTITIES GIVEN. ANY QUANTITY CHANGES OR OTHER ORDER MODIFICATIONS MAY RESULT IN PRICE CHANGES. EXCEPT AS ABOVE NOTED, PRICES ON THE QUOTATION ARE VALID FOR A PERIOD OF THIRTY DAYS AFTER THE DATE OF THE QUOTATION UNLESS A SPECIFIC VARIANCE IS GRANTED ON THE ATTACHED QUOTATION.

INDEMNITY

FOLLOWING DELIVERY OR KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC'S INSTALLATION, YOU EXPRESSLY AGREE TO INDEMNIFY AND HOLD KOPPL PIPELINE SERVICES, INC HARMLESS FROM ANY AND ALL LOSS, COST, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES RELATING TO OR IN CONNECTION WITH ANY PROCEEDING, CAUSE FOR ACTION, OR ANY DAMAGE TO PERSONS OR PROPERTY INVOLVING THE USE, APPLICATION, TRANSPORTATION, STORAGE, DISPOSAL, OR YOUR'S OR OTHER'S INSTALLATION OF THE ITEMS ON THIS QUOTATION, OR SALES ORDER, OR SHIPMENT.

FORCE MAJEURE

KOPPL PIPELINE SERVICES, INC IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS OR NONPERFORMANCE IN THE EVENT OF EARTH MOVEMENT, FIRE, FLOOD, EXPLOSION, THE ELEMENTS, OR OTHER CATASTROPHE, ACTS OF GOD, WAR, RIOT, CIVIL DISTURBANCE, STRIKE, LOCKOUT, REFUSAL OF EMPLOYEES TO WORK, LABOR DISPUTES, SHORTAGE, OR INABILITY TO OBTAIN RAW MATERIALS, INCLUDING ENERGY REQUIREMENTS, FAILURE OF CARRIERS TO DELIVER, IN THE EVENT OF ANY LEGISLATIVE, EXECUTIVE OR JUDICIAL ACT OF ANY GOVERNMENTAL AUTHORITY SUBSTANTIALLY AFFECTING KOPPL PIPELINE SERVICES, INC OPERATIONS, IN THE EVENT KOPPL PIPELINE SERVICES, INC SUSPENDS OR DISCONTINUES BUSINESS FOR ANY REASON, OR ANY OTHER REASON BEYOND THE CONTROL OF KOPPL PIPELINE SERVICES, INC.

LIMITED WARRANTY

LABOR AND PRODUCTS MANUFACTURED BY KOPPL PIPELINE SERVICES, INC ARE WARRANTED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 365 DAYS FROM THE DATE OF SHIPMENT FROM KOPPL PIPELINE SERVICES, INC TO ANY LOCATION (MATERIALS) OR SERVICE. THE WARRANTY ON ITEMS NOT MANUFACTURED BY KOPPL PIPELINE SERVICES, INC OR SUBCONTRACTED SERVICES SHALL NOT EXCEED THE WARRANTY OF OUR SUBCONTRACTOR OR SUPPLIER OR HIS MANUFACTURER. IF DEFECT UNDER THIS WARRANTY APPEARS, KOPPL PIPELINE SERVICES, INC, AT ITS OPTION WILL REWORK OR REPLACE THAT ITEM OR REFUND THE PURCHASE PRICE OF THE DEFECTIVE PORTION, LESS AN ALLOWANCE FOR SERVICES RENDERED BY THE SERVICE OR PRODUCT PRIOR TO THE CLAIM, BUT IN NO EVENT WILL KOPPL PIPELINE SERVICES, INC BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT OR INSTALLATION WHICH HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN KOPPL PIPELINE SERVICES, INC, OR WHICH HAS BECOME DEFECTIVE DUE IN TOTAL OR IN PART TO MISUSE, MISHANDLING, NEGLIGENCE OR CASUALTY, OR WHICH HAS BECOME DEFECTIVE IN TOTAL OR IN PART DUE TO NATURAL OR MAN-MADE EXPOSURE DAMAGE (EG., POLLUTION CONTACT DAMAGE) OR ANY SEISMIC OR OTHER MOTIONS OF THE INSTALLATION OR ANY PRESSURE/THERMAL CYCLING OR HAS BEEN OPERATED CONTRARY TO MANUFACTURER'S INSTRUCTIONS. REMEDIES AVAILABLE TO AN OWNER FOR BREACH OF WARRANTY ARE EXPRESSLY LIMITED TO AN ACTION TO RECOVER FOR THE VALUE OF REPAIRS OR REPLACEMENTS DUE HEREUNDER OF OUR PRODUCT ONLY, AND KOPPL PIPELINE SERVICES, INC'S LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. ANY SHORTAGES OR SHIPPING DAMAGE MUST BE REPORTED IN WRITING OR FAX TO KOPPL PIPELINE SERVICES, INC WITHIN THREE BUSINESS DAYS OF YOUR RECEIPT OF SHIPMENT. KOPPL PIPELINE SERVICES, INC MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET FORTH HEREIN.

OTHER SPECIFIC WARRANTY EXCLUSIONS

(1). ANY PRODUCT FAILURES OR DAMAGE DUE TO CORROSION. (2). THE FINISH ON THE PRODUCT. (3). IF THE PRODUCT IS NOT INSTALLED BY KOPPL PIPELINE SERVICES, INC. ANY SEAL LEAKAGE OR SEAL FAILURE FOR ANY REASON WHATSOEVER. (4). IF THE PRODUCT IS INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE, FOR ANY REASON WHATSOEVER, WHICH MAY OCCUR AT ANY TIME AFTER EITHER THE FIRST ACCEPTANCE OF AN INSTALLATION OR A FIRST PRESSURE TEST ACCEPTANCE, WHICHEVER OCCURS FIRST. EITHER VERBAL JOBSITE APPROVAL OR SIGNATURES ON KOPPL PIPELINE SERVICES, INC'S FIELD WORK DOCUMENTS CONSTITUTE ACCEPTANCE.

MISCELLANEOUS

(1). ALL DOCUMENTATION SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. (2). A FIELD REPRESENTATIVE MAY ASSIST YOU, HOWEVER THAT REPRESENTATIVE HAS NO AUTHORITY TO BIND KOPPL PIPELINE SERVICES, INC IN ANY MODIFICATION OF THIS AGREEMENT. KOPPL PIPELINE SERVICES, INC SHALL NOT BE HELD RESPONSIBLE FOR ANY INSTRUCTIONS OR TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN AND/OR USE OF MATERIAL HEREUNDER. (3). KOPPL PIPELINE SERVICES, INC MAY REFER TO AND USE VARIOUS GENERALLY ACCEPTED CODES AND FORMULAS FOR DESIGNS. THIS IN NO WAY INDICATES OUR APPROVAL OR AGREEMENT TO SUCH CODES OR FORMULAS. CITING ANY CODE, FORMULA, OR STANDARD IN NO WAY IMPLIES SUITABILITY OR USABILITY OF ANY PRODUCT FOR ANY SPECIFIC APPLICATION. (4). THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS,

Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA
Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

RECEIVERS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. (5). ALL CHANGES IN THE THIS AGREEMENT/ORDER MUST BE IN WRITING, SHOWING THE ORIGINAL ORDER NUMBER AND THE CHANGE ORDER NUMBER. ALL COSTS FOR THE CHANGES IN THE ORDER WILL BE AT YOUR EXPENSE, SUBJECT TO THE TERMS AND CONDITIONS HEREIN. (6). INVOICING TO YOU FROM KOPPL PIPELINE SERVICES, INC WILL OCCUR AS SOON AS POSSIBLE AFTER THE DATE OF SHIPMENT OF OUR PRODUCT TO YOUR SITE OR REPRESENTATIVE, OR THE DATE OF ACCEPTANCE BY YOUR REPRESENTATIVE, WHICHEVER IS EARLIER, AND PAYMENT SHALL BE DUE PER THE TERMS OF OUR QUOTATION (BUT NOT LONGER THAN 30 DAYS AFTER DATE OF INVOICE) REGARDLESS WHETHER OR NOT ACTUAL SHIPMENT HAS BEEN MADE, UNLESS SUCH LACK OF SHIPMENT IS THE FAULT OF KOPPL PIPELINE SERVICES, INC'S FAILURE TO ALLOW SUCH SHIPMENT OR TO FOLLOW OUR STANDARD SHIPPING PROCEDURES. FAILURE OF YOU TO PROVIDE SHIPPING INSTRUCTIONS OR TO AUTHORIZE SHIPPING SHALL NOT BE VALID REASON FOR YOU TO DELAY OR REFUSE PAYMENT. (7). AFTER OUR DATE OF INVOICE, IF WITHIN 30 DAYS WE HAVE NOT RECEIVED AUTHORIZATION OR WORKABLE INSTRUCTIONS TO SHIP, A STORAGE FEE, IN MONTHLY INCREMENTS EQUAL TO 2.75% OF THE INVOICE TOTAL, SHALL BE ASSESSED TO YOU AND PAYABLE BY YOU WITHIN 30 DAYS. FAILURE OF YOU TO PAY THIS STORAGE FEE ON TIME OR STORAGE WHICH LASTS LONGER THAN 12 MONTHS SHALL BE CONSIDERED TO BE ABANDONMENT BY YOU OF THE PRODUCT AND KOPPL PIPELINE SERVICES, INC SHALL BE FREE TO SELL OR OTHERWISE DISPOSE OF THE STORED ITEMS. SUCH ACTIVITY IN NO WAY RELIEVES YOU OF YOUR OBLIGATION TO PAY FOR THE ITEM(S) IN QUESTION UNDER THE TERMS OF THIS AGREEMENT.

WARNING

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Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA

Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

CCL#844802 AZCL#ROC216719 NVCL#0060642
California DIR# - 1000000314

Koppl Pipeline Services, Inc. is pleased to provide the following line stop service estimate per your request.

Koppl is an experienced specialty contractor and we employ the latest technology for hot tapping, line stopping, and pipe freezing for trouble free completion of even the most complicated projects. With a broad background in on-line services, our technicians are well trained and confident in the work they perform.

Some of our other services and products we supply:

- Hot Tapping
- Pipe Freezing
- Welding Services for Hot Tapping and Line Stopping Operations
- ThermoWell Insertions
- Valve Insertions
- Hot Taps and Line Stops on HDPE Piping (Natural Gas or Water)
- Local Machine Shop for Custom Fabrication of Fittings

Please review the following estimate and its attachments. We will be happy to meet with you if you need further clarification or if an on-site visit is required.

Thank you for the opportunity to provide this estimate and please contact us if you should have any questions.

Best Regards,

Anthony Schneller



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California DIR# - 1000000314

Line Stop Service Estimate

Date: August 3, 2021
Customer Name: Long Beach Energy Resources
Contact: Deanna Rubalcaba
Jobsite Location: Long Beach, CA
Job Description:

Quotation #: AVS080321E

*Please reference this quotation number when calling to schedule.

1ea - 14" 150# Koppl Barrel Style Line Stop Fitting	\$42,557.00
1ea - 16" 150# Koppl Barrel Style Line Stop Fitting	\$43,098.00
1ea - 18" 150# Koppl Barrel Style Line Stop Fitting	\$45,468.00
1ea - 20" 150# Koppl Barrel Style Line Stop Fitting	\$46,512.00

Includes routine delivery of 4-6 weeks.
Add 25% for Expedited Delivery

Customer Responsibilities: Customer to provide accurate outside diameter of pipe at time of order.

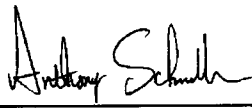
Payment Terms: Net 30 - Pending Credit Approval

Customer Acknowledgement

Customer has reviewed and agreed upon the above estimate for the materials described herein. Customer is aware of the fact that parameters may change and extra charges may occur. If the job scope changes upon our arrival, customer is entitled, at customer's request, to receive a revised estimate. Signatures below indicate acknowledgement and acceptance of this estimate and additional references, along with its standard terms and conditions.

Thank you in advance for considering Koppl Pipeline Services for your hot tapping, line stopping, pipe freezing, and valve insertion needs.

Authorized Koppl Representative:

Signature: 
Anthony Schneller

Date: August 3, 2021

Authorized Customer Representative:

Signature: _____

Date: _____

**ON-STREAM SERVICES & PRODUCTS
TERMS AND CONDITIONS**

GOVERNING TERMS

THESE TERMS AND CONDITIONS ARE AN OFFER BY US TO YOU SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THE CONTRACT FORMED BY YOUR ACCEPTANCE OF THIS QUOTATION, OR BY YOUR REQUEST THAT WE ENTER A SALES ORDER FOR YOU, OR BY YOUR ACCEPTANCE OF A SHIPMENT FROM KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC WILL CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC AND YOU AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN US EITHER EXPRESSED OR IMPLIED. IF YOU ISSUE A DOCUMENT OF YOUR OWN, THIS DOCUMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF YOUR DOCUMENT. ALL TERMS AND CONDITIONS, DISPUTES AND LEGAL ACTIVITIES SHALL BE CONDUCTED IN AND INTERPRETED BY THE JURISDICTION AND LAWS OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY.

SHIPMENT

DELIVERIES SHALL BE MADE IN ACCORDANCE WITH A DELIVERY SCHEDULE, WHICH MAY BE REVISED BY MUTUAL AGREEMENT TO ADJUST TO JOB CONDITIONS OR MANUFACTURING REQUIREMENTS. WE CANNOT GUARANTEE PRECISE DELIVERY OR INSTALLATION DATES AND SHALL NOT BE RESPONSIBLE FOR DELAYS IN DELIVERIES, NOR LIABLE FOR ANY LOSSES, EXPENSES OR DAMAGES, INCLUDING LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND, WHICH YOU OR YOUR CUSTOMER MAY INCUR. ACCEPTANCE OF DELIVERY BY YOU CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THE DELIVERY SCHEDULE AGAINST WHICH THE DELIVERY WAS MADE. UNLESS STATED OTHERWISE IN THE QUOTATION, SHIPMENTS ARE QUOTED F.O.B. OUR DOCK OR OUR VENDOR'S DOCK.

PRICES, PAYMENT AND TAXES

PRICE DOES NOT INCLUDE ANY STATE, FEDERAL, OR LOCAL TAXES UNLESS SPECIFICALLY NOTED. TERMS OF PAYMENT ARE STATED ON THE QUOTATION. OUR TERMS OF SALE DO NOT PERMIT OR ALLOW THE WITHHOLDING FROM PAYMENT OF ANY PERCENTAGE OF DOLLAR AMOUNT DUE AND PAYABLE TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC BECAUSE THE OWNER OR FINANCING AGENCY WITHHOLDS FUNDS AS RETENTION, OR FOR SOME OTHER REASON, UNTIL SOME FUTURE CONDITION IS FULFILLED. ALL FUNDS RECEIVED BY YOU OR PAYABLE TO YOU FOR SATISFACTION OF THE AMOUNT DUE KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC HEREUNDER SHALL BE HELD AS A TRUST FUND FOR PAYMENT OF YOUR OBLIGATIONS TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC, AND SHALL NOT BE APPLIED TO OTHER PURPOSES UNTIL YOUR OBLIGATION TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC IS SATISFIED. PAYMENT SHALL BE IN UNITED STATES OF AMERICA DOLLARS. NO BACKCHARGES, WITHHOLDING OR DEDUCTS OF ANY KIND ARE ALLOWED. PRICES ARE SUBJECT TO INCREASE TO COMPENSATE FOR ANY INCREASE IN OUR COSTS DUE TO NEW OR INCREASED TAXES OR GOVERNMENTAL REGULATORY MEASURES. PRICES ON THE QUOTATION ARE BASED ON THE QUANTITIES GIVEN. ANY QUANTITY CHANGES OR OTHER ORDER MODIFICATIONS MAY RESULT IN PRICE CHANGES. EXCEPT AS ABOVE NOTED, PRICES ON THE QUOTATION ARE VALID FOR A PERIOD OF THIRTY DAYS AFTER THE DATE OF THE QUOTATION UNLESS A SPECIFIC VARIANCE IS GRANTED ON THE ATTACHED QUOTATION.

INDEMNITY

FOLLOWING DELIVERY OR KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC'S INSTALLATION, YOU EXPRESSLY AGREE TO INDEMNIFY AND HOLD KOPPL PIPELINE SERVICES, INC HARMLESS FROM ANY AND ALL LOSS, COST, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES RELATING TO OR IN CONNECTION WITH ANY PROCEEDING, CAUSE FOR ACTION, OR ANY DAMAGE TO PERSONS OR PROPERTY INVOLVING THE USE, APPLICATION, TRANSPORTATION, STORAGE, DISPOSAL, OR YOUR'S OR OTHER'S INSTALLATION OF THE ITEMS ON THIS QUOTATION, OR SALES ORDER, OR SHIPMENT.

FORCE MAJEURE

KOPPL PIPELINE SERVICES, INC IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS OR NONPERFORMANCE IN THE EVENT OF EARTH MOVEMENT, FIRE, FLOOD, EXPLOSION, THE ELEMENTS, OR OTHER CATASTROPHE, ACTS OF GOD, WAR, RIOT, CIVIL DISTURBANCE, STRIKE, LOCKOUT, REFUSAL OF EMPLOYEES TO WORK, LABOR DISPUTES, SHORTAGE, OR INABILITY TO OBTAIN RAW MATERIALS, INCLUDING ENERGY REQUIREMENTS, FAILURE OF CARRIERS TO DELIVER, IN THE EVENT OF ANY LEGISLATIVE, EXECUTIVE OR JUDICIAL ACT OF ANY GOVERNMENTAL AUTHORITY SUBSTANTIALLY AFFECTING KOPPL PIPELINE SERVICES, INC OPERATIONS, IN THE EVENT KOPPL PIPELINE SERVICES, INC SUSPENDS OR DISCONTINUES BUSINESS FOR ANY REASON, OR ANY OTHER REASON BEYOND THE CONTROL OF KOPPL PIPELINE SERVICES, INC.

LIMITED WARRANTY

LABOR AND PRODUCTS MANUFACTURED BY KOPPL PIPELINE SERVICES, INC ARE WARRANTED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 365 DAYS FROM THE DATE OF SHIPMENT FROM KOPPL PIPELINE SERVICES, INC TO ANY LOCATION (MATERIALS) OR SERVICE. THE WARRANTY ON ITEMS NOT MANUFACTURED BY KOPPL PIPELINE SERVICES, INC OR SUBCONTRACTED SERVICES SHALL NOT EXCEED THE WARRANTY OF OUR SUBCONTRACTOR OR SUPPLIER OR HIS MANUFACTURER. IF DEFECT UNDER THIS WARRANTY APPEARS, KOPPL PIPELINE SERVICES, INC, AT ITS OPTION WILL REWORK OR REPLACE THAT ITEM OR REFUND THE PURCHASE PRICE OF THE DEFECTIVE PORTION, LESS AN ALLOWANCE FOR SERVICES RENDERED BY THE SERVICE OR PRODUCT PRIOR TO THE CLAIM, BUT IN NO EVENT WILL KOPPL PIPELINE SERVICES, INC BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT OR INSTALLATION WHICH HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN KOPPL PIPELINE SERVICES, INC, OR WHICH HAS BECOME DEFECTIVE DUE IN TOTAL OR IN PART TO MISUSE, MISHANDLING, NEGLIGENCE OR CASUALTY, OR WHICH HAS BECOME DEFECTIVE IN TOTAL OR IN PART DUE TO NATURAL OR MAN-MADE EXPOSURE DAMAGE (EG., POLLUTION CONTACT DAMAGE) OR ANY SEISMIC OR OTHER MOTIONS OF THE INSTALLATION OR ANY PRESSURE/THERMAL CYCLING OR HAS BEEN OPERATED CONTRARY TO MANUFACTURER'S INSTRUCTIONS. REMEDIES AVAILABLE TO AN OWNER FOR BREACH OF WARRANTY ARE EXPRESSLY LIMITED TO AN ACTION TO RECOVER FOR THE VALUE OF REPAIRS OR REPLACEMENTS DUE HEREUNDER OF OUR PRODUCT ONLY, AND KOPPL PIPELINE SERVICES, INC'S LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. ANY SHORTAGES OR SHIPPING DAMAGE MUST BE REPORTED IN WRITING OR FAX TO KOPPL PIPELINE SERVICES, INC WITHIN THREE BUSINESS DAYS OF YOUR RECEIPT OF SHIPMENT. KOPPL PIPELINE SERVICES, INC MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET FORTH HEREIN.

OTHER SPECIFIC WARRANTY EXCLUSIONS

(1). ANY PRODUCT FAILURES OR DAMAGE DUE TO CORROSION. (2). THE FINISH ON THE PRODUCT. (3). IF THE PRODUCT IS NOT INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE FOR ANY REASON WHATSOEVER. (4). IF THE PRODUCT IS INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE, FOR ANY REASON WHATSOEVER, WHICH MAY OCCUR AT ANY TIME AFTER EITHER THE FIRST ACCEPTANCE OF AN INSTALLATION OR A FIRST PRESSURE TEST ACCEPTANCE, WHICHEVER OCCURS FIRST. EITHER VERBAL JOBSITE APPROVAL OR SIGNATURES ON KOPPL PIPELINE SERVICES, INC'S FIELD WORK DOCUMENTS CONSTITUTE ACCEPTANCE.

MISCELLANEOUS

(1). ALL DOCUMENTATION SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. (2). A FIELD REPRESENTATIVE MAY ASSIST YOU, HOWEVER THAT REPRESENTATIVE HAS NO AUTHORITY TO BIND KOPPL PIPELINE SERVICES, INC IN ANY MODIFICATION OF THIS AGREEMENT. KOPPL PIPELINE SERVICES, INC SHALL NOT BE HELD RESPONSIBLE FOR ANY INSTRUCTIONS OR TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN AND/OR USE OF MATERIAL HEREUNDER. (3). KOPPL PIPELINE SERVICES, INC MAY REFER TO AND USE VARIOUS GENERALLY ACCEPTED CODES AND FORMULAS FOR DESIGNS. THIS IN NO WAY INDICATES OUR APPROVAL OR AGREEMENT TO SUCH CODES OR FORMULAS. CITING ANY CODE, FORMULA, OR STANDARD IN NO WAY IMPLIES SUITABILITY OR USABILITY OF ANY PRODUCT FOR ANY SPECIFIC APPLICATION. (4). THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS,

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