Cover-it Insulation Services

Standard Terms and Conditions of Sale (Industrial Version)

Effective Date: February 24, 2026

1. Supremacy of Terms

These Terms and Conditions supersede any and all terms contained in any purchase order, vendor form, or other document issued by Customer unless expressly agreed to in writing by an authorized officer of Cover-it Insulation Services (“Company”). No course of dealing or performance shall modify these Terms.

2. Scope of Work

Company shall furnish removable insulation blankets, pipe insulation, metal jacketing, and related industrial services strictly in accordance with the written quotation issued by Company. Any labor, materials, services, or deliverables not expressly identified in the written quotation are excluded from the scope of work.

Removable insulation blankets are intended to be designed, field-measured, and engineered by Company personnel. Blankets fabricated based on measurements, drawings, specifications, or other information provided by Customer or third parties are manufactured strictly in reliance upon such information and are not guaranteed to fit or perform as intended.

In the event that Customer-provided measurements, drawings, specifications, or field conditions are inaccurate, incomplete, or materially different from actual site conditions, any required modifications, remakes, reinstallation, repairs, or additional labor shall constitute a change in scope and will be performed only upon written approval as a change order. All such work shall be billed at Company’s then-current labor, material, and applicable service rates.

Where quotations are prepared based on isometric drawings, P&IDs;, sketches, or other documentation provided by Customer, such pricing is contingent upon the accuracy and completeness of those documents. Field conditions shall govern. Any variance between drawings and actual site conditions, including but not limited to additional valves, flanges, fittings, routing differences, insulation thickness changes, access limitations, missing drawings, or undocumented piping, shall constitute a change in scope. Company reserves the right to adjust quantities and pricing accordingly. Additional blankets or labor required due to discrepancies between drawings and actual field conditions shall be subject to written change order and billed at Company’s then-current rates. Quantities reflected in quotations based on drawings are estimates only and subject to verification upon field review.

Removable insulation blankets are fabricated to wrap around or butt-up to existing insulation systems based on field conditions, existing insulation thickness, and design determinations made by Company at the time of engineering. Final configuration and fitment methodology shall be at the sole discretion of Company unless specific design requirements are clearly communicated and agreed to in writing prior to fabrication. Company shall not be responsible for aesthetic preferences, alternate fitment methods, or post-installation design requests not previously disclosed.

© 2026 Cover-it Insulation Services. All rights reserved.

Company may procure insulation materials, metal jacketing, accessories, or related components from third-party manufacturers or suppliers on behalf of Customer. Company makes no independent warranty as to the performance, specifications, or suitability of such third-party materials. Any manufacturer warranties shall be passed through to Customer to the extent assignable. Company shall not be liable for defects in third-party materials beyond the remedies provided by the original manufacturer.

Unless expressly stated otherwise in writing, Customer shall be solely responsible for providing safe and unobstructed access to the work area, including but not limited to scaffolding, lifts, utilities, equipment isolation, and coordination with other trades.

3. Authorization to Proceed

Company shall be obligated to fabricate, procure, or commence work only upon receipt of a valid and awarded purchase order or other written authorization to proceed from Customer.

If Company elects to begin fabrication, procurement, or scheduling prior to receipt of a formal purchase order based on Customer's written request or direction (including email or other written communication), such action shall constitute acceptance of the quoted scope and pricing by Customer. Customer shall remain fully responsible for payment of all work performed, materials ordered, or costs incurred in reliance upon such authorization.

4. Pricing & Validity

Quotations are valid for thirty (30) days from the date issued unless otherwise stated in writing by Company. All pricing is based upon material costs, labor rates, freight rates, tariffs, and market conditions existing at the time of quotation. Company reserves the right to adjust pricing prior to fabrication or procurement in the event of material cost increases, freight or fuel surcharges, tariffs or governmental actions, supplier price adjustments, labor rate changes, scope modifications, or delays caused by Customer. No pricing is guaranteed until written acceptance is received and any required deposits are paid.

5. Payment Terms & Credit

Standard payment terms are Net 30 from invoice date unless otherwise agreed in writing. Company reserves the right to require deposits, progress payments, or prepayment for custom fabrication. No setoff or deduction is permitted. Accounts exceeding approved credit limits must be paid prior to shipment.

6. Remedy for Non-Payment

Past due balances shall accrue interest at eighteen percent (18%) per annum (1.5% per month), compounded monthly, or the maximum rate permitted by Texas law, whichever is less. Company may suspend fabrication, procurement, shipment, or field services; withhold release of finished goods; reallocate production slots; reallocate materials or labor to other customers; require full payment in advance for remaining work; or revoke previously extended credit terms. All collection costs, including attorney's fees, court costs, lien preparation fees, and administrative costs, shall be paid by Customer.

7. Delivery & Risk

© 2026 Cover-it Insulation Services. All rights reserved.

Delivery dates are estimates only based on current production capacity, material availability, and logistical conditions. Risk of loss and title transfer to Customer upon shipment from Company's facility unless Company provides transportation using its own vehicles as set forth below.

When Company provides transportation using its own vehicles, delivery shall be deemed complete and risk of loss shall transfer to Customer upon tender of materials at Customer's designated site, laydown yard, warehouse, parking area, or other requested location. Customer shall inspect materials at the time of delivery and note any visible damage or shortages. Failure to provide written notice of visible damage or shortage at the time of delivery shall constitute acceptance of materials as delivered.

Company will use commercially reasonable efforts to coordinate delivery scheduling in consideration of forecasted weather conditions; however, Company shall not be responsible for weather-related exposure, site storage conditions, or protection of materials after delivery.

8. Change Orders

All changes must be approved in writing. Adjustments to scope, quantities, delivery dates, or specifications may result in price and schedule modifications.

9. Warranty

Company warrants workmanship for a period of twelve (12) months from the date of installation performed by Company personnel. Company's sole and exclusive obligation under this warranty shall be repair or replacement of defective workmanship only. Company shall not be responsible for removal costs, reinstallation costs, access costs, scaffolding, equipment rental, crane costs, plant downtime, or any other incidental or consequential expenses.

10. Limitation of Liability

Company's total liability shall not exceed the contract price allocable to the specific goods or services giving rise to the claim. Company shall not be liable for consequential, incidental, indirect, special, punitive, delay, loss of profits, or loss of production.

11. Field Work Conditions

Customer shall provide safe access, scaffolding, utilities, lighting, and confined space compliance where applicable.

12. Indemnification

Customer shall defend, indemnify, and hold harmless Company from claims arising from misuse, modification, improper installation, site conditions, or Customer breach of these Terms.

13. Force Majeure

Company shall not be liable for delays caused by events beyond its control including natural disasters, supplier failure, labor shortages, governmental actions, or freight disruptions.

14. Governing Law & Venue

These Terms are governed by Texas law. Venue shall lie exclusively in Harris County, Texas.

© 2026 Cover-it Insulation Services. All rights reserved.

15. Termination

Company may suspend or terminate performance upon Customer payment breach, insolvency, or material violation.

16. Entire Agreement

These Terms and the written quotation constitute the entire agreement.

17. Waiver & Severability

Failure to enforce any provision is not a waiver. If any provision is unenforceable, remaining provisions remain in effect.

18. Proprietary Rights

These Standard Terms and Conditions of Sale are proprietary to Cover-it Insulation Services and are intended solely for use in connection with Company's quotations and contractual engagements. Unauthorized reproduction, distribution, or use of this document, in whole or in part, without Company's written consent is prohibited.

© 2026 Cover-it Insulation Services. All rights reserved.