



**SUPPLEMENT NO. 1 TO HULTEC TERMS AND CONDITIONS:  
HYDROGRIP (AKA RIEBERLOK®) GASKETS**

This Supplement No. 1 (“Supplement”) sets out the terms and conditions (“HydroGrip Terms”) that apply to the purchase and sale of HydroGrip (aka RieberLok®) gaskets (the “Gaskets”). These HydroGrip Terms supplement the Hultec Terms and Conditions for Sale (“Hultec Terms”) and, in certain instances, may replace certain Hultec Terms. In the event of a conflict between these HydroGrip Terms and Hultec Terms, these HydroGrip Terms shall control with respect to the Gaskets. Capitalized terms used but not defined in these HydroGrip Terms shall have the meanings assigned such terms in the Hultec Terms.

**1. Certain Definitions.** The following definitions shall apply and, as applicable, shall replace the definition for the same term in the Hultec Terms when dealing with the sale of the Gaskets.

- a. “Buyer” means the Person to which Hultec is selling, or otherwise supplying, Gaskets under the Contract. Hultec will only sell the Gaskets to Buyers that are preferred OEMs.
- b. “Joint” refers to the joint in Buyer’s pipe where the Gaskets are and/or will be installed.
- c. “Preferred OEM” means Original Equipment Manufacturer that meets preferred OEM qualifications set by Hultec.
- d. “Product” or “Products” (which are interchangeable with “Gasket” or Gaskets”) shall refer to the Gaskets that Hultec has agreed to sell, or otherwise supply, to Buyer under the Contract.
- e. “Transferee” means a Person that acquires pipe from Buyer that includes the Gaskets.

**2. Limited Warranty.** The warranty set out in Section 16 of the Hultec Terms titled “Limited Warranty” and any other product warranty terms in the Hultec Terms (the “Limited Warranty”) shall apply to all Gaskets sold by Hultec on or after the Effective Date (as defined below). Starting on April 1, 2025, the RieberLok® product warranty that applied to any RieberLok® gasket purchased prior to April 1, 2025 shall be deemed null and void and, at such time, this Limited Warranty will be the only warranty offered by Hultec for all Gaskets (whether branded HydroGrip or RieberLok®).

**3. Restrictions on Use of Gasket Brand and Name.**

- a. Individual Gaskets. Hultec highly discourages Buyer from reselling the Gaskets individually. In the event that Buyer resells any Gasket individually, Buyer understands and agrees that (i) it is Buyer’s responsibility to train Transferee and/or provide Transferee with any information required or necessary for Transferee to make use of the Gaskets, (ii) the Limited Warranty will not in any way apply to such Gaskets and Hultec in no way shall be responsible or liable to Buyer or any Transferee with respect to any Gaskets resold individually, (iii) it will indemnify, defend and hold harmless Hultec for any damages or losses in any way related to individual Gaskets resold by Buyer, and (iv) Buyer will be responsible and liable for any issues that arise from its resell of the Gaskets individually. At or prior to the time that Buyer resells the individual Gasket, Buyer must inform Transferee in writing that all claims and/or issues with respect to any individual Gasket resold by Buyer will be handled by Buyer.
- b. Joint Gaskets. Buyer must advertise, promote, market and sell its Joint under Buyer’s own brand and/or name for such Joint. Buyer may not use the brand and/or name HydroGrip (or RieberLok®)

or Hultec in the brand or name of its Joint. However, subject to Section 3(c) below, when advertising, promoting, marketing or selling its Joint, Buyer may state that its Joint utilizes the HydroGrip (or RieberLok<sup>®</sup>, as applicable) gasket and/or that it utilizes Hultec's HydroGrip (or RieberLok<sup>®</sup>) gasket.

- c. Liability Limitation. Buyer may only use and/or refer to the HydroGrip (or RieberLok<sup>®</sup>) and/or Hultec brand and/or name if Buyer makes clear to any Transferee that it is the Transferee's only point of contact and any product warranty is provided only by Buyer. As provided in Section 2(b) above, Hultec is not required to and will not satisfy any claim made against Hultec by any Transferee. Buyer must provide any Transferee with written conspicuous notice of this Section, the section titled "Applicability" in the Limited Warranty and Section 17 of the Hultec Terms titled "Limitations of Remedy and Liability."

#### **4. Gasket Installation, Use and Testing.**

- a. Instructions. Buyer must provide installation instructions to any Transferee in English and Spanish. Buyer may use any reasonable method to deliver the installation instructions, including, without limitation, hard copy, electronically or through use of a QR Code stickers on pipe.
- b. Raceway. Unless approved by Hultec in writing and prior to installation, the Gaskets can only be used in raceways that were formed using a Hultec Rieber gasket. Buyer must advise any Transferee of this restriction in writing.
- c. Manufacturer Installed Gaskets. In addition to the above, when reselling the Gaskets as manufacturer installed Gaskets, Buyer must:
  - i. Control the quality of the bell and not take any action that damages the raceway;
  - ii. Conduct a HydroTest (or Hydrostatic Test) on the Joint to ensure the Rieber gasket is properly seated, compressed and watertight;
  - iii. Remove the Rieber gasket from the Joint in its facility without damaging the raceway after the Joint has been Hydro Tested and has passed the required testing;
  - iv. Install the Gasket after removing the Rieber gasket and conduct a visual inspection to ensure the Gasket is properly seated in the Joint and does not spin in the raceway;
  - v. Remove the Gasket from the Joint after performing the visual inspection and ship the Gasket disassembled from the Joint. The Gasket must be reinstalled using Hultec's installation instructions at the site where the Joint is being installed. Hultec highly discourages shipping the Gaskets while installed in the Joint ("Installed Gaskets"). If Buyer ships any Installed Gaskets, Buyer understands and agrees that (i) it is Buyer's responsibility to train any Transferee and/or provide any Transferee with any information required or necessary for Transferee to make use of the Installed Gaskets, (ii) Hultec in no way shall be responsible or liable to Buyer or any Transferee with respect to any Installed Gaskets, (iii) it will indemnify, defend and hold harmless Hultec for any damages or losses in any way related to such Installed Gaskets, and (iv) Buyer will be responsible and liable for any issues that arise from the Installed Gaskets. At or prior to the time that Buyer ships any Installed Gasket, Buyer must inform Transferee in writing that all claims and/or issues with respect to any Installed Gasket will be handled by Buyer and Transferee is prohibited from contacting Hultec with respect to same; and

- vi. Follow any other manufacturing installation instructions provided by Hultec for the Gaskets.
- d. **Liability Limitation.** Hultec shall not be liable in any way (including under any warranty) for any damages or other losses arising from or in connection with Buyer's failure to strictly adhere to Hultec's installation instructions and/or requirements and/or failure to inform any Transferee of such instructions or requirements.
- 5. **Stocking System.** Buyer must have a stocking system for the Gaskets that supports agreed to annual sales forecasting for the Gaskets.
- 6. **Spec Writing.** Buyer must engage in spec writing for their branded system utilizing the Gaskets.
- 7. **Promotion and Training.** Hultec will support Buyer with installation training for contractors, manufacturing plants, and sales representatives or agents of Buyers Joint upon reasonable request. Hultec shall also reasonably support Buyer with its advertising, promotion and marketing of the Buyer-Branded Gaskets.
- 8. **Applicability.** This Supplement is effective as of April 1, 2025 ("Effective Date"), and until such time as changed by Hultec. This Supplement will also be published on Hultec's website. At Hultec's sole discretion, it may amend this Supplement by publishing the updated terms on its website. Notwithstanding anything herein to the contrary, Buyer understands and agrees that any updated Supplement shall become effective without notice to Buyer fifteen (15) days after the date on which it was published on Hultec's website.