

SRF DISBURSEMENT REQUEST FORM

SECTION 1: PARTICIPANT INFORMATION						SRF LOAN NUMBER: DW22282001			
SRF Participant:		Town of Bristol Water Utility				UEI Number:		NF35QSFKCC57	
Participant's Mailing Address:		PO Box 122							
City:	Bristol					State:	IN	Zip Code:	46507-9489
Participant's Contact:		Mr. Mike Yoder		Contact Phone:	574.848.7007	Contact Email:		mikeyoder@bristol.in.gov	
Authorized Representative:		Ms. Cathy Antonelli				Auth. Rep. Email:		townclerk@bristol.in.gov	
Participant's Bank:					Mailing Address:				
City:						State:		Zip Code:	
Account Name:					Routing Number:			Account Number:	

SECTION 2: DISBURSEMENT INFORMATION				REQUEST NUMBER: 34	
SRF Funding Source to be used for this Request (if multiple sources are being used to pay one invoice, submit a separate DRF for each source):					
<input checked="" type="checkbox"/> SRF Primary Funds	<input type="checkbox"/> SRF Secondary Funds	<input type="checkbox"/> Local Funds; TYPE:		<input type="checkbox"/> Other Funds; TYPE:	
Beginning Balance of this Funding Source:					\$ 9,175,365
Total Amount of Previous Disbursements for this Funding Source:					\$ 6,533,635
Is any part of this request being paid by a Non-SRF Funding Source? (OCRA, RD, etc):					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes:		Non-SRF Source:			Non-SRF Amount: \$

SECTION 3: CONTRACTOR INFORMATION					
Contractor:		Phoenix Fabricators and Erectors, LLC		Mailing Address: 182 S County Road 900 East	
City:	Avon			State:	IN Zip Code: 46123
Contractor's Bank:		Enterprise Bank & Trust		Mailing Address: 150 N Meramec Ave	
City:	Clayton			State:	MO Zip Code: 63105
Account Name:		Phoenix Fabricators and Erectors,	Routing Number:	Account Number:	
Contractor's Escrow Bank:				Mailing Address:	
City:				State:	Zip Code:
Account Name:				Routing Number:	Account Number:

SECTION 4: PAYMENT INFORMATION			
Amount of this request to be paid by SRF Funding Source identified in Section 2 (less retainage):			\$ 307,823
<ul style="list-style-type: none"> Participant has paid Contractor for this Request and is requesting SRF to reimburse payment to Participant 			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above <input type="checkbox"/> Payment wired to Participant's Bank via wiring instructions above	
<ul style="list-style-type: none"> Participant has not paid Contractor for this Request and is requesting SRF to pay Contractor directly 			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Contractor's address above <input checked="" type="checkbox"/> Payment wired to Contractor's Bank via wiring instructions above	

SECTION 5: RETAINAGE INFORMATION (if applicable)			
Retainage Amount for this Pay Application to be paid by SRF Funding Source identified in Section 2:			\$ 16,201
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be held by SRF 			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Participant 			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Participant's address above <input type="checkbox"/> Retainage wired to Participant's Bank via wiring instructions above	
<ul style="list-style-type: none"> Participant requests that retainage for this Pay Application be sent to Contractor's Escrow Bank 			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, Participant requests:		<input type="checkbox"/> Check mailed to Escrow Bank's address above <input type="checkbox"/> Retainage wired to Escrow Bank via wiring instructions above	

The undersigned hereby certifies this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement(s); that the certified payrolls received in connection with any enclosed construction invoices are in compliance with the Davis Bacon Act / US Dept. of Labor requirements of 29 CFR 5.5(a)(1), and in compliance with SRF incentive programs.			
Authorized Representative Signature:			Date:

FOR INTERNAL USE ONLY:

Approved by:		Date:		GPR:	\$	Lead:	\$	EC:	\$	Other:	\$
Processed by:		Date:		DC Notes:							

Contractor's Application for Payment

Owner:	<u>Town of Bristol</u>	Owner's Project No.:	<u>n/a</u>
Engineer:	<u>Jones Petrie Rafinski, Corp.</u>	Engineer's Project No.:	<u>2023-0005</u>
Contractor:	<u>Phoenix Fabricators & Erectors, LLC</u>	Contractor's Project No.:	<u>4030</u>
Project:	<u>Water System Improvements Project</u>		
Contract:	<u>Contract B - Water Tower Construction</u>		
Application No.:	<u>NINE</u>	Application Date:	<u>8/31/2025</u>
Application Period:	<u>From 8/1/2025</u>	to	<u>8/31/2025</u>

1. Original Contract Price	\$	5,750,000.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	5,750,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,879,928.94
5. Retainage		
a. <u>5%</u> X <u>\$ 2,814,349.03</u> Work Completed	\$	140,717.45
b. <u>5%</u> X <u>\$ 65,579.91</u> Stored Materials	\$	3,279.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	143,996.45
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,735,932.49
7. Less previous payments (Line 6 from prior application)	\$	2,428,109.13
8. Amount due this application	\$	307,823.36
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c)	\$	3,014,067.51

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Phoenix Fabricators & Erectors, LLC

Signature: 

Date: 8/31/2025

Recommended by Engineer

By: 

Title: Sr Project Engineer

Date: 2025-09-04

Approved by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Total number of weather days for project: 0

Progress Estimate - Lump Sum Work
Contractor's Application for Payment

Owner:	Town of Bristol	Owner's Project No.:	n/a
Engineer:	Jones Petrie Rafinski, Corp.	Engineer's Project No.:	2023-0005
Contractor:	Phoenix Fabricators & Erectors, LLC	Contractor's Project No.:	4030
Project:	Water System Improvements Project		
Contract:	Contract B - Water Tower Construction		

Application No.:	NINE	Application Period:	From	08/01/25	to	08/31/25	Application Date:	08/31/25
A	B	C	D	E	F	G	H	I
		Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description							
Original Contract								
1	PROPOSED WATER TOWER CONSTRUCTION							
1.1	ENGINEERING	345,000.00	345,000.00	-		345,000.00	100%	-
1.2	PILES / DEEP FOUNDATION	335,000.00	335,000.00	-		335,000.00	100%	-
1.3	FOUNDATION	908,000.00	908,000.00	-		908,000.00	100%	-
1.4	YARD PIPING	200,000.00	-	-		-	0%	200,000.00
1.5	TANK SHAFT	1,026,000.00	666,900.00	256,500.00		923,400.00	90%	102,600.00
1.6	TANK MATERIAL / SHOP FABRICATION	582,000.00	47,076.49	60,872.54	65,579.91	173,528.94	30%	408,471.06
1.7	TANK DELIVERY	38,000.00	-	-		-	0%	38,000.00
1.8	TANK ERECTION	456,000.00	-	-		-	0%	456,000.00
1.9	TANK PAINTING	298,000.00	-	-		-	0%	298,000.00
2	EXISTING WATER TOWER DEMOLITION	120,000.00	-	-		-	0%	120,000.00
3	DEWATERING	65,000.00	-	-		-	0%	65,000.00
4	WATER TOWER INTERIOR IMPROVEMENTS	504,500.00	-	-	-	-	0%	504,500.00
4.1	TANK MIXING SYSTEM	12,500.00	-	-		-	0%	12,500.00
4.2	ELECTRICAL / CONTROLS	231,000.00	-	-		-	0%	231,000.00
4.3	DISINFECTION / TESTING / STARTUP	2,000.00	-	-		-	0%	2,000.00
5	EXISTING TOWER SITE RESTORATION	45,000.00	-	-		-	0%	45,000.00
6	FREEDOM POWDER SITE IMPROVEMENTS	220,000.00	-	-		-	0%	220,000.00
7	FREEDOM POWDER SITE RESTORATION	75,000.00	-	-		-	0%	75,000.00
8	MOBILIZATION / DEMOBILIZATION	115,000.00	23,000.00	-		23,000.00	20%	92,000.00
8.1	BONDS / INSURANCE	172,000.00	172,000.00	-		172,000.00	100%	-
Original Contract Totals		\$ 5,750,000.00	\$ 2,496,976.49	\$ 317,372.54	\$ 65,579.91	\$ 2,879,928.94	50%	\$ 2,870,071.06
Change Orders								
				-		-	0%	-
				-		-	0%	-
				-		-	0%	-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ 5,750,000.00	\$ 2,496,976.49	\$ 317,372.54	\$ 65,579.91	\$ 2,879,928.94	50%	\$ 2,870,071.06

Total number of weather days for project: 0



NUCOR STEEL TUSCALOOSA, INC.
1700 Holt Road NE
Tuscaloosa, AL 35404

Tax Id: 20-1215636

INVOICE

Please Make Checks Payable and Mail to:
Nucor Steel Tuscaloosa
P.O. BOX 945952
Atlanta, GA 30394-5952

Page: 1 of 1

Invoice Date: 04/12/2024

Invoice No: 92018540

BILL TO:
PHOENIX FABRICATORS AND ERECTORS
182 S COUNTY RD
900 EAST
INDIANAPOLIS, IN, USA 46234-0410

SHIP TO:
PHOENIX FABRICATORS AND ERECTORS
1329 US HYW 41 N
Sebree, KY, USA 42455

PHOENIX - PHOENIX FAB

PHOENIX - PHOENIX / KY

Customer No.	Salesperson	Date Shipped	Buyer's PO No.
01189-0101	DGM	04/12/2024	0002700
TERMS	Bill of Lading No.	Ship VIA	Freight Terms
.5% 10 days, net 30	T344403-010	TRUCK 6703/0690 BADGER TRUCKING	NUCOR STEEL TUSCALOOSA PREPAID

Order No:	Description:	Quantity:	Unit Price:	Amount:
N-208423-001	PO Line: 0002700/1			
	A36, 0.1875 IN x 72.000 IN x 270.000 IN	Qty 1 = \$788.21		
	HTRPFC,CHEM FOR MOD MN A36 AND HR36		361.80 CWT	72.5000 26,230.50
	Mfg Spec No: A36MODMN		35.00 PCS	
	GAUGE: 0.1875 IN NOM		36,180.2 LBS	
	WIDTH: 72.000 IN MIN			
	LENGTH: 270.000 IN MIN			
	Packing: 10W - 10,000# MAX LIFT WIDTH WISE SKIDS			
	Freight Charge:		3.7500	1,356.76

Fgt No.	Serial No.	Heat No.	Lot No.	PCS	Weight
4C0633D	4C0633D	241268	4C0633	6	6,202.3 LBS
4C0633E	4C0633E	241268	4C0633	9	9,303.5 LBS
4C0633F	4C0633F	241268	4C0633	9	9,303.5 LBS
4C0633G	4C0633G	241268	4C0633	9	9,303.5 LBS
4C0633H	4C0633H	241268	4C0633	2	2,067.4 LBS

----- (End) N-208423-001 -----

PAYABLE IN U.S. Dollars

Total Amount USD

27,587.26

Emailed To:
dominick.klooz@phoenixtank.com

**REMIT TO:**

AZZ GALVANIZING NASHVILLE LLC
P.O. BOX 843771
DALLAS TX 75284-3771

SHIP TO:

PHOENIX FABRICATORS AND ERECTO
182 S CR 900 EAST
AVON IN 46123

BILL TO:

PHOENIX FABRICATORS AND ERECTORS
PO BOX 40
SEBREE KY 42455

INVOICE

NUMBER 94620095912	
DATE 18-JUL-25	PAGE 1 of 3
CUSTOMER PO NUMBER NO PO	
PREVIOUS INVOICE NUMBER	
SALES ORDER NUMBER 462080298	
CUST. NO. 164208	LOCATION NAS-BT-KY
WAYBILL NUMBER 0	
CONTACT NAME ACCOUNTS RECEIVABLE	

Receiver Number: 25070142

TERMS NET 30 DAYS		DUE DATE 17-AUG-25		SALESPERSON										
SHIP DATE		SHIP VIA		BILL TO ATTENTION										
LINE	DESCRIPTION	QUANTITY LBS		UOM	UNIT PRICE	EXTENDED PRICE								
		ORDERED	SHIPPED											
1	NAS MSC 6 CORVE PLATE W/ PLATE	7,080	7,080	CWT	43.1600	3,055.73								
2	NAS#ENV ENVIRONMENTAL FEE	7,080	7,080	CWT	0.5000	35.40								
	Tax:					301.38								
	7-21-25													
	<table><tr><td>JOB #:</td><td>4030</td></tr><tr><td>DEPARTMENT:</td><td>SEBREE SHOP</td></tr><tr><td>ACCOUNT #:</td><td>468-1</td></tr><tr><td>APPROVED BY:</td><td></td></tr></table>	JOB #:	4030	DEPARTMENT:	SEBREE SHOP	ACCOUNT #:	468-1	APPROVED BY:						
JOB #:	4030													
DEPARTMENT:	SEBREE SHOP													
ACCOUNT #:	468-1													
APPROVED BY:														
Total Order Weight: 7,080.00 LBS		SUBTOTAL 3,091.13	TAX 301.38	SHIP/HANDLE 0.00	TOTAL \$3,392.51 USD									

AZZ Inc
GENERAL TERMS AND CONDITIONS

These terms and conditions ("Terms"), its affiliates and subsidiaries ("Customer") and together with AZZ, the "Parties", shall set forth the terms and conditions related to AZZ's sale of metal coating products and services (the "Products").

1. The commercial relationship between AZZ and Customer related to the Products shall be governed and controlled by these terms and conditions (this "Agreement"). Any quotation produced by AZZ ("Quotation") or purchase order produced by the Customer ("P.O.") is subject to this Agreement, and all terms set forth in such Quotation or PO are incorporated herein by reference only to the extent they are mutually-agreed between the Parties through valid execution and do not conflict with, or attempt to modify, this Agreement. Without waiver for any failure of AZZ to object to additional, conflicting or inconsistent terms, the terms of the Agreement shall prevail over any additional, conflicting or inconsistent terms in any P.O. or any other non-AZZ documents related to the Product application to Customer Material, unless agreed to by an authorized agent of AZZ in a separate written agreement executed between the Parties and specifically referencing this Agreement. At its sole discretion, AZZ may receive and accept Materials (as defined below) from the Customer or Customer Affiliate (as defined below) for the application of Products on an ad hoc basis or without reference to a P.O. or Quotation; however, such Products will be rendered subject to this Agreement. At its sole discretion, AZZ may receive and accept Materials or a P.O. from an affiliate or subsidiary of the Customer entity listed above ("Customer Affiliate"); however, AZZ reserves the right to not extend payment terms or credit to such Customer Affiliate. The Customer represents and warrants that any Customer Affiliate is an affiliate of the Customer and the terms and conditions of the Agreement shall apply to Customer Affiliate, mutatis mutandis, as if the Customer Affiliate were the Customer under the Agreement.

2. Customer is deemed to have accepted this Agreement by its representatives' or agents' signature below and/or by delivery, or arranging for delivery, of its materials ("Materials") to an AZZ location for AZZ Product application. Payment is due upon customer pick-up or delivery unless Customer received prior payment terms or credit approval from AZZ.

3. All prices are F.O.B. AZZ's facility, unless otherwise specifically stated by AZZ in writing. All prices herein are based on the coating material referenced on the Quotation and normal course labor. Special labor, prepaid freight, express, parcel post or transportation charges are additional costs to the Quotation. All Materials coated for special applications or to special specifications, must be inspected and accepted by Customer at the applicable AZZ facility before shipment to Customer is made. Unless specifically agreed between the Parties in writing, to the extent the Order includes galvanizing Customer Material, AZZ's Products shall conform with ASTM International standards A123 and as applicable A153, and Customer represents and warrants that the Customer Materials shall strictly conform to ASTM International standard A385. AZZ's acceptance of Customer Material for Product application that does not conform to ASTM International standard A385 (i) shall not act as a waiver of the required conformity with ASTM International standard A385 hereunder, and (ii) shall absolve AZZ of any obligation hereunder for Products to conform to ASTM International standards A123 and A153.

4. All title to and risk of loss of Materials along with resulting Products remain with Customer at all times. Notwithstanding the foregoing, upon AZZ's completion of the Product application to Customer Material, AZZ shall not have any liability for damage that occurs to Customer Materials between the Product completion and Customer's receipt of the Materials. All Materials shall be stored in a commercially reasonable manner (including, but not limited to, nested storage), unless specifically directed on a Quotation. These terms assume that AZZ's Product application to Customer Materials are for commercial use. Some terms may not apply to a strictly consumer transaction.

5. Customer shall pay, or reimburse AZZ and its affiliates for all taxes, duties, and other governmental charges imposed upon AZZ or its affiliates with respect to sale, use, and production of Products applied to Customer Material, or AZZ's purchase or use of raw materials to make Products, except for the income taxes of AZZ and its affiliates. If Customer believes the Services are exempt from any taxes imposed, Customer shall furnish AZZ with a tax Certificate of Exemption or other documentation satisfactory to AZZ.

6. Settlements, orders and deliveries shall at all times be subject to the approval of the AZZ or its affiliates. Once Customer Materials are received by AZZ, Orders may not be canceled by the Customer for Work already in process or completed. AZZ will use best efforts to support partial cancellations to the extent notification is received timely.

7. Regardless of pick-up or delivery, Customer shall inspect completed Product applied to its Materials at AZZ's facility and report to AZZ any Products claimed to be non-conforming for resolution between the Parties before the Materials leave AZZ's facility. Acceptance of the Materials with or without inspection shall constitute a waiver of Customer's right to object to any AZZ Products for non-compliance. After delivery, Customer shall promptly notify AZZ about any Products claimed to be non-conforming and shall hold the Customer Materials without rework and further use for AZZ's prompt inspection and determination of whether any resolution is necessary. Claims for shortages, non-conformity, or other errors which are not made to AZZ in writing within two (2) days after Customer's receipt of delivered Materials or pick-up by Customer, constitute waiver of all claims by Customer. The Parties acknowledge and agree that Customer has an affirmative duty to timely inspect the Materials upon receipt of the Materials. Receipt of Materials without immediate notification to AZZ in writing of non-conformity shall be deemed to be acceptance of the Materials as conforming to the Quotation, P.O. and the Agreement, and the Customer waives all claims against AZZ related to the Materials.

8. AZZ'S OR ITS AFFILIATES' SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH IS EXPRESSLY LIMITED AT AZZ'S OPTION TO REDO PRODUCT APPLICATION OR PAY AN AMOUNT NOT TO EXCEED AZZ'S SALES PRICE (WITHOUT INTEREST) FOR THE PRODUCT APPLICATION INVOLVED. AZZ SHALL NOT REIMBURSE CUSTOMER, HONOR BACKCHARGES, OR ACCEPT PAYMENT DUE HELD BACK FOR ANY WORK CONDUCTED BY THE CUSTOMER OR A THIRD PARTY. THE AMOUNT DUE FOR THE PRODUCTS PERFORMED ON THE MATERIALS SHALL BE DEEMED EARNED IN FULL AND DUE UPON AZZ'S COMPLETION OF THE PRODUCTS AS APPLIED TO CUSTOMER MATERIALS RECEIVED BY AZZ.

9. The Parties' obligations hereunder are subject to delays caused by strikes, labor disputes (whether in AZZ's facility or in a facility of AZZ's suppliers or affiliates), fires, transportation, acts of God, acts of a public enemy, riots, sabotage, acts of Government, weather, or any other cause beyond AZZ's reasonable control. AZZ AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, FAULT OR EXPENSES ARISING FROM SUCH DELAYS.

10. No Materials may be returned for credit or re-Servicing, except as agreed in writing by the Parties. Unless Products are rightfully rejected, or a written agreement by the Parties to the contrary, Customer's failure to take delivery of its Materials within thirty (30) days (unless agreed otherwise by the Parties in writing) after the later of (i) notification from AZZ or an affiliate that such Materials were available for delivery/pick-up, or (ii) the delivery/ pick-up date specifically referenced on the P.O., constitutes Customer's abandonment of such Customer Materials; therefore AZZ, in its sole discretion, may dispose of

the Materials including their sale with prior notice to Customer, and any proceeds may be applied to any amounts owed to AZZ by Customer. The Parties agree that this Agreement, the Quotation, and the P.O. may be used by AZZ and its affiliates to enforce its or their rights hereunder.

11. Customer grants AZZ a security interest in all Customer Materials, Products and any other property of Customer in AZZ's possession and control, and any substitutions, replacements, additions and proceeds of such property (collectively, "Collateral"), to secure payment of any sums hereunder that may come due to AZZ. Customer agrees to execute all documents necessary to perfect and maintain such security interest, and authorizes AZZ to take any actions necessary to perfect and maintain such security interest and its interests in the Collateral generally. Additionally, AZZ retains the right to file labor or materialman's liens along with any required notices in accordance with the laws governing such liens.

12. Materials shall be subject to AZZ's or manufacturer's standard manufacturing variations, classifications and extras, including normal warpage and distortion due to assembly configuration, per ASTM A384. All powder coating is performed in accordance with the requirements of the applicable ASTM Specifications for Powder Coating. All electroplating is performed in accordance with the requirements of ASTM B633. Certificates of compliance with these specifications are available upon request. EXCEPT AS EXPRESSED HEREIN, ALL WARRANTIES OF AZZ AND ITS AFFILIATES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL REPRESENTATIONS, GUARANTEES, INSTRUCTIONS, PROMISES, DESCRIPTIONS AND SAMPLES FROM AZZ OR ITS AFFILIATES OF, OR PERTAINING TO, PRODUCT QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS ARE EXCLUDED. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND ALL AZZ AND ITS AFFILIATES WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT ARE EXCLUDED.

13. Forbearance or failure of AZZ to enforce any term of the Agreement, or to exercise any right accruing from any default of the Customer shall not affect or impair AZZ's rights should default continue, or in the case of subsequent default of Customer, nor shall such forbearance or failure be deemed a waiver of AZZ's rights in case of other or future defaults of Customer.

14. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law principles.

15. With the exception of actions by AZZ to enforce liens or collect past due amounts, AZZ and Customer agree that any controversy or claim arising out of or relating to the Agreement, its formation, its breach, or its termination, including but not limited to claims relating to Products, shall be settled by final and binding arbitration in Fort Worth, Texas by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof for enforcement. Claims brought under the Agreement must be brought within one (1) year after the date after the date the Products were provided by AZZ under which such claim arises. Except for laws that require venue in a state other than Texas for enforcement of any liens, the Parties agree that venue of any legal action or proceeding and the rights and obligations of the Parties shall lie exclusively in the appropriate federal or state courts in Fort Worth, Texas.

16. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF OR RELATING TO THE AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED HEREBY, WHICH ARE NOT COVERED BY ARBITRATION.

17. AZZ and Customer agree that the terms of this Agreement, and any mutually-agreed and executed agreement modifying this Agreement, constitute one integrated agreement between the Parties and are not severable; however, in the event that one or more of the provisions contained in any such Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such offending provision shall be struck from the Agreement and such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Agreement. To the extent that a provision is deemed invalid, illegal or unenforceable in any respect, an arbitrator or court of competent jurisdiction shall produce an alternative valid, legal, and enforceable provision fulfilling the intentions of the Parties in the invalid, illegal or unenforceable provision.

18. The Parties expressly warrant, represent and state to each other that (i) no representation, promise or agreement that is not expressly stated herein has relied upon in entering into the Agreement, (ii) the Parties are each sophisticated in commercial contract negotiations, and (iii) the Agreement has been fairly and equitably negotiated between the Parties with the benefit of representation by competent attorneys experienced in commercial contract negotiations. No waiver, alteration, modification, supplement or rescission of any of the terms of the Agreement, any P.O. and any other documents and instruments executed between the Parties shall be effective or binding unless made in writing and signed by all Parties.

19. IN NO EVENT, SHALL AZZ OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON AZZ HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS AZZ, ITS AFFILIATES, PARENTS AND SUBSIDIARY COMPANIES, AND THEIR OWNERS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY ANY OF THEM ON ACCOUNT OF LOSS, DAMAGE OR INJURY, RELATED TO THE CUSTOMER MATERIALS OR PRODUCTS WHETHER CAUSED IN WHOLE OR IN PART BY AZZ. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AZZ'S LIABILITY TO THE CUSTOMER, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, CUSTOMERS, CLIENTS, ADVISORS, AND AGENTS SHALL NOT EXCEED THE LESSER OF THE ORDER VALUE OR \$100,000.00.

20. Without terminating the Agreement, AZZ shall have the immediate right to cancel all pending P.O.s or Products upon (a) Customer's breach of any of its payment obligations hereunder if not cured within five (5) days of AZZ's written notification (email shall suffice); (b) Customer's material breach of any of its representations, warranties, covenants or agreements contained herein; and/or (c) Customer's failure to provide adequate assurance of future performance. If AZZ terminates the Agreement, AZZ shall be entitled to payment for Services delivered to Customer up to the date of termination. Additionally, all terms regarding arbitration, indemnification by and continuing liability of Customer in the Agreement shall survive the termination of the Agreement, including but not limited to the terms of paragraphs 8, 9, 11, 12, 15 and 19 of this Agreement.

21. Customer shall not assign its rights and obligations under the Agreement, any P.O. or any other documents and instruments executed between the Parties, without the prior written consent of AZZ. Any purported assignment in violation of this provision is null and void.

22. Except as otherwise expressly provided for in the Agreement, nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the Parties hereto, any rights, remedies or other benefits under or by reason of the Agreement. The Parties hereto are independent contractors and in the interpretation of the Agreement or any part of it, no rule of construction or interpretation shall apply to the disadvantage of any party on the basis that that party prepared the Agreement or seeks to rely on the terms and conditions of the Agreement.

23. The Agreement is between and binding upon the Parties hereto, their respective successors, heirs and permitted assigns. Customer and AZZ represent that their respective authorized agents signing the Agreement have the authority to bind Customer and AZZ to the Agreement on the Effective Date.

**REMIT TO:**

AZZ GALVANIZING NASHVILLE LLC
P.O. BOX 843771
DALLAS TX 75284-3771

SHIP TO:

PHOENIX FABRICATORS AND ERECTO
182 S CR 900 EAST
AVON IN 46123


BILL TO:

PHOENIX FABRICATORS AND ERECTORS
PO BOX 40
SEBREE KY 42455

INVOICE

NUMBER 94620095991	
DATE 22-JUL-25	PAGE 1 of 3
CUSTOMER PO NUMBER 4030	
PREVIOUS INVOICE NUMBER	
SALES ORDER NUMBER 462080328	
CUST. NO. 164208	LOCATION NAS-BT-KY
WAYBILL NUMBER 0	
CONTACT NAME ACCOUNTS RECEIVABLE	

Receiver Number: 25070172

TERMS NET 30 DAYS		DUE DATE 21-AUG-25		SALESPERSON		
SHIP DATE		SHIP VIA		BILL TO ATTENTION		
LINE	DESCRIPTION	QUANTITY LBS		UOM	UNIT PRICE	EXTENDED PRICE
		ORDERED	SHIPPED			
1	NAS MSC 46 ANGLES, PLATES)	1,710	1,710	CWT	43.1600	738.04
2	NAS HRA 2 LADDER	200	200	CWT	52.2100	104.42
3	NAS PIP0 3 PIPES W/ PLATE	450	450	CWT	45.6900	205.61
4	NAS MSC 3 BENT PLATE	870	870	CWT	43.1600	375.49
5	NAS MSC 30 ANGLES FRAMES	1,860	1,860	CWT	43.1600	802.78
6	NAS#ENV ENVIRONMENTAL FEE	5,090	5,090	CWT	0.5000	25.45
	Tax:					219.55
	7-24-25					
	JOB #: 4030					
	DEPARTMENT: SEBREE SHOP					
	ACCOUNT #: 468-1					
	APPROVED BY: 					
Total Order Weight: 5,090.00 LBS		SUBTOTAL	TAX	SHIP/HANDLE	TOTAL	
		2,251.79	219.55	0.00	\$2,471.34 USD	

AZZ Inc
GENERAL TERMS AND CONDITIONS

These terms and conditions ("Terms"), its affiliates and subsidiaries ("Customer") and together with AZZ, the "Parties", shall set forth the terms and conditions related to AZZ's sale of metal coating products and services (the "Products").

1. The commercial relationship between AZZ and Customer related to the Products shall be governed and controlled by these terms and conditions (this "Agreement"). Any quotation produced by AZZ ("Quotation") or purchase order produced by the Customer ("P.O.") is subject to this Agreement, and all terms set forth in such Quotation or PO are incorporated herein by reference only to the extent they are mutually-agreed between the Parties through valid execution and do not conflict with, or attempt to modify, this Agreement. Without waiver for any failure of AZZ to object to additional, conflicting or inconsistent terms, the terms of the Agreement shall prevail over any additional, conflicting or inconsistent terms in any P.O. or any other non-AZZ documents related to the Product application to Customer Material, unless agreed to by an authorized agent of AZZ in a separate written agreement executed between the Parties and specifically referencing this Agreement. At its sole discretion, AZZ may receive and accept Materials (as defined below) from the Customer or Customer Affiliate (as defined below) for the application of Products on an ad hoc basis or without reference to a P.O. or Quotation; however, such Products will be rendered subject to this Agreement. At its sole discretion, AZZ may receive and accept Materials or a P.O. from an affiliate or subsidiary of the Customer entity listed above ("Customer Affiliate"); however, AZZ reserves the right to not extend payment terms or credit to such Customer Affiliate. The Customer represents and warrants that any Customer Affiliate is an affiliate of the Customer and the terms and conditions of the Agreement shall apply to Customer Affiliate, mutatis mutandis, as if the Customer Affiliate were the Customer under the Agreement.

2. Customer is deemed to have accepted this Agreement by its representatives' or agents' signature below and/or by delivery, or arranging for delivery, of its materials ("Materials") to an AZZ location for AZZ Product application. Payment is due upon customer pick-up or delivery unless Customer received prior payment terms or credit approval from AZZ.

3. All prices are F.O.B. AZZ's facility, unless otherwise specifically stated by AZZ in writing. All prices herein are based on the coating material referenced on the Quotation and normal course labor. Special labor, prepaid freight, express, parcel post or transportation charges are additional costs to the Quotation. All Materials coated for special applications or to special specifications, must be inspected and accepted by Customer at the applicable AZZ facility before shipment to Customer is made. Unless specifically agreed between the Parties in writing, to the extent the Order includes galvanizing Customer Material, AZZ's Products shall conform with ASTM International standards A123 and as applicable A153, and Customer represents and warrants that the Customer Materials shall strictly conform to ASTM International standard A385. AZZ's acceptance of Customer Material for Product application that does not conform to ASTM International standard A385 (i) shall not act as a waiver of the required conformity with ASTM International standard A385 hereunder, and (ii) shall absolve AZZ of any obligation hereunder for Products to conform to ASTM International standards A123 and A153.

4. All title to and risk of loss of Materials along with resulting Products remain with Customer at all times. Notwithstanding the foregoing, upon AZZ's completion of the Product application to Customer Material, AZZ shall not have any liability for damage that occurs to Customer Materials between the Product completion and Customer's receipt of the Materials. All Materials shall be stored in a commercially reasonable manner (including, but not limited to, nested storage), unless specifically directed on a Quotation. These terms assume that AZZ's Product application to Customer Materials are for commercial use. Some terms may not apply to a strictly consumer transaction.

5. Customer shall pay, or reimburse AZZ and its affiliates for all taxes, duties, and other governmental charges imposed upon AZZ or its affiliates with respect to sale, use, and production of Products applied to Customer Material, or AZZ's purchase or use of raw materials to make Products, except for the income taxes of AZZ and its affiliates. If Customer believes the Services are exempt from any taxes imposed, Customer shall furnish AZZ with a tax Certificate of Exemption or other documentation satisfactory to AZZ.

6. Settlements, orders and deliveries shall at all times be subject to the approval of the AZZ or its affiliates. Once Customer Materials are received by AZZ, Orders may not be canceled by the Customer for Work already in process or completed. AZZ will use best efforts to support partial cancellations to the extent notification is received timely.

7. Regardless of pick-up or delivery, Customer shall inspect completed Product applied to its Materials at AZZ's facility and report to AZZ any Products claimed to be non-conforming for resolution between the Parties before the Materials leave AZZ's facility. Acceptance of the Materials with or without inspection shall constitute a waiver of Customer's right to object to any AZZ Products for non-compliance. After delivery, Customer shall promptly notify AZZ about any Products claimed to be non-conforming and shall hold the Customer Materials without rework and further use for AZZ's prompt inspection and determination of whether any resolution is necessary. Claims for shortages, non-conformity, or other errors which are not made to AZZ in writing within two (2) days after Customer's receipt of delivered Materials or pick-up by Customer, constitute waiver of all claims by Customer. The Parties acknowledge and agree that Customer has an affirmative duty to timely inspect the Materials upon receipt of the Materials. Receipt of Materials without immediate notification to AZZ in writing of non-conformity shall be deemed to be acceptance of the Materials as conforming to the Quotation, P.O. and the Agreement, and the Customer waives all claims against AZZ related to the Materials.

8. AZZ'S OR ITS AFFILIATES' SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH IS EXPRESSLY LIMITED AT AZZ'S OPTION TO REDO PRODUCT APPLICATION OR PAY AN AMOUNT NOT TO EXCEED AZZ'S SALES PRICE (WITHOUT INTEREST) FOR THE PRODUCT APPLICATION INVOLVED. AZZ SHALL NOT REIMBURSE CUSTOMER, HONOR BACKCHARGES, OR ACCEPT PAYMENT DUE HELD BACK FOR ANY WORK CONDUCTED BY THE CUSTOMER OR A THIRD PARTY. THE AMOUNT DUE FOR THE PRODUCTS PERFORMED ON THE MATERIALS SHALL BE DEEMED EARNED IN FULL AND DUE UPON AZZ'S COMPLETION OF THE PRODUCTS AS APPLIED TO CUSTOMER MATERIALS RECEIVED BY AZZ.

9. The Parties' obligations hereunder are subject to delays caused by strikes, labor disputes (whether in AZZ's facility or in a facility of AZZ's suppliers or affiliates), fires, transportation, acts of God, acts of a public enemy, riots, sabotage, acts of Government, weather, or any other cause beyond AZZ's reasonable control. AZZ AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, FAULT OR EXPENSES ARISING FROM SUCH DELAYS.

10. No Materials may be returned for credit or re-Servicing, except as agreed in writing by the Parties. Unless Products are rightfully rejected, or a written agreement by the Parties to the contrary, Customer's failure to take delivery of its Materials within thirty (30) days (unless agreed otherwise by the Parties in writing) after the later of (i) notification from AZZ or an affiliate that such Materials were available for delivery/pick-up, or (ii) the delivery/ pick-up date specifically referenced on the P.O., constitutes Customer's abandonment of such Customer Materials; therefore AZZ, in its sole discretion, may dispose of

the Materials including their sale with prior notice to Customer, and any proceeds may be applied to any amounts owed to AZZ by Customer. The Parties agree that this Agreement, the Quotation, and the P.O. may be used by AZZ and its affiliates to enforce its or their rights hereunder.

11. Customer grants AZZ a security interest in all Customer Materials, Products and any other property of Customer in AZZ's possession and control, and any substitutions, replacements, additions and proceeds of such property (collectively, "Collateral"), to secure payment of any sums hereunder that may come due to AZZ. Customer agrees to execute all documents necessary to perfect and maintain such security interest, and authorizes AZZ to take any actions necessary to perfect and maintain such security interest and its interests in the Collateral generally. Additionally, AZZ retains the right to file labor or materialman's liens along with any required notices in accordance with the laws governing such liens.

12. Materials shall be subject to AZZ's or manufacturer's standard manufacturing variations, classifications and extras, including normal warpage and distortion due to assembly configuration, per ASTM A384. All powder coating is performed in accordance with the requirements of the applicable ASTM Specifications for Powder Coating. All electroplating is performed in accordance with the requirements of ASTM B633. Certificates of compliance with these specifications are available upon request. EXCEPT AS EXPRESSED HEREIN, ALL WARRANTIES OF AZZ AND ITS AFFILIATES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL REPRESENTATIONS, GUARANTEES, INSTRUCTIONS, PROMISES, DESCRIPTIONS AND SAMPLES FROM AZZ OR ITS AFFILIATES OF, OR PERTAINING TO, PRODUCT QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS ARE EXCLUDED. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND ALL AZZ AND ITS AFFILIATES WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT ARE EXCLUDED.

13. Forbearance or failure of AZZ to enforce any term of the Agreement, or to exercise any right accruing from any default of the Customer shall not affect or impair AZZ's rights should default continue, or in the case of subsequent default of Customer, nor shall such forbearance or failure be deemed a waiver of AZZ's rights in case of other or future defaults of Customer.

14. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law principles.

15. With the exception of actions by AZZ to enforce liens or collect past due amounts, AZZ and Customer agree that any controversy or claim arising out of or relating to the Agreement, its formation, its breach, or its termination, including but not limited to claims relating to Products, shall be settled by final and binding arbitration in Fort Worth, Texas by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof for enforcement. Claims brought under the Agreement must be brought within one (1) year after the date after the date the Products were provided by AZZ under which such claim arises. Except for laws that require venue in a state other than Texas for enforcement of any liens, the Parties agree that venue of any legal action or proceeding and the rights and obligations of the Parties shall lie exclusively in the appropriate federal or state courts in Fort Worth, Texas.

16. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF OR RELATING TO THE AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED HEREBY, WHICH ARE NOT COVERED BY ARBITRATION.

17. AZZ and Customer agree that the terms of this Agreement, and any mutually-agreed and executed agreement modifying this Agreement, constitute one integrated agreement between the Parties and are not severable; however, in the event that one or more of the provisions contained in any such Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such offending provision shall be struck from the Agreement and such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Agreement. To the extent that a provision is deemed invalid, illegal or unenforceable in any respect, an arbitrator or court of competent jurisdiction shall produce an alternative valid, legal, and enforceable provision fulfilling the intentions of the Parties in the invalid, illegal or unenforceable provision.

18. The Parties expressly warrant, represent and state to each other that (i) no representation, promise or agreement that is not expressly stated herein has relied upon in entering into the Agreement, (ii) the Parties are each sophisticated in commercial contract negotiations, and (iii) the Agreement has been fairly and equitably negotiated between the Parties with the benefit of representation by competent attorneys experienced in commercial contract negotiations. No waiver, alteration, modification, supplement or rescission of any of the terms of the Agreement, any P.O. and any other documents and instruments executed between the Parties shall be effective or binding unless made in writing and signed by all Parties.

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