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ARBITRATION: CHARLOTTE PIPE AND CUSTOMER AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATED TO THE SALE OF PRODUCTS FROM CHARLOTTE PIPE TO CUSTOMER SHALL BE RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED PURSUANT TO TITLE 9 OF THE U.S. CODE BY JAMS UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD ENTERED BY THE ARBITRATOR(S) MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. EITHER PARTY MAY APPLY TO THE ARBITRATOR SEEKING INJUNCTIVE RELIEF UNTIL THE ARBITRATION AWARD IS ENTERED OR THE MATTER IS RESOLVED. EITHER PARTY ALSO MAY, WITHOUT WAIVING ANY REMEDY AVAILABLE TO IT, SEEK FROM ANY COURT OF COMPETENT JURISDICTION ANY PROVISIONAL OR INTERIM RELIEF THAT IS NECESSARY TO PROTECT ITS RIGHTS PENDING THE ARBITRATOR(S)' DETERMINATION OF THE MERITS OF THE DISPUTE, CLAIM OR CONTROVERSY.

CLASS ACTION WAIVER: CHARLOTTE PIPE AND CUSTOMER AGREE THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIM, DISPUTE AND/OR CONTROVERSY COVERED UNDER THE PARTIES' AGREEMENT TO ARBITRATE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION AND/OR COLLECTIVE ACTION AND/OR REPRESENTATIVE ACTION. NOR SHALL THE ARBITRATOR(S) HAVE ANY AUTHORITY TO HEAR OR ARBITRATE ANY SUCH CLASS AND/OR COLLECTIVE ACTION AND/OR REPRESENTATIVE ACTION. REGARDLESS OF ANYTHING ELSE IN THESE TERMS AND CONDITIONS OR BY VIRTUE OF ANY ARBITRATION RULES OR PROCEDURES OF THE AAA THAT NOW APPLY OR ANY AMENDMENTS AND/OR MODIFICATIONS TO THOSE RULES, THE ENFORCEABILITY AND VALIDITY OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A COURT AND NOT BY AN ARBITRATOR. NOTWITHSTANDING ANY OTHER CLAUSE CONTAINED IN THESE TERMS AND CONDITIONS, THIS CLAUSE ENTITLED CLASS ACTION WAIVER SHALL NOT BE SEVERABLE FROM THESE TERMS AND CONDITIONS IN ANY CASE IN WHICH THE DISPUTE TO BE ARBITRATED IS BROUGHT AS A CLASS AND/OR COLLECTIVE ACTION. THIS CLASS ACTION WAIVER AND THE AGREEMENT TO ARBITRATE ANY CLAIM, DISPUTE OR CONTROVERSY PRECLUDES CUSTOMER FROM LITIGATING IN COURT OR ARBITRATING ANY CLAIMS AGAINST CHARLOTTE PIPE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.