

PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICABILITY.

(a) This purchase order is an offer by Wellbore Integrity Solutions LLC or such affiliate set forth in this purchase order (“**Buyer**”) for the purchase of the goods and/or service specified on the face of this purchase order (the “**Work**”) from the party to whom the purchase order is addressed (the “**Supplier**”) in accordance with and subject to these terms and conditions (the “**Terms**”; together with the terms and conditions on the face of the purchase order, the “**Order**”). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier’s acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier’s general terms and conditions of sale or any other document issued by Supplier in connection with this Order, except where (i) a master services agreement or similar agreement has been executed between the parties or their respective affiliates and which the parties have expressly agreed in writing shall override these Terms in the event of a conflict, and/or (ii) Supplier and Buyer have previously established mutually agreed upon purchase order terms which are either set forth in writing on the face of the Order to which these Terms are attached or contained in a separately negotiated and executed agreement or other document by both parties.

(b) These Terms apply to any repaired or replacement Work provided by Supplier hereunder.

(c) Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. **ACCEPTANCE.** This Order is not binding on Buyer until Supplier accepts the Order in writing. If Supplier does not accept the Order in writing within 30 days of Supplier’s receipt of the Order, this Order will lapse. Buyer may withdraw the Order any time before it is accepted by Supplier. Notwithstanding the foregoing, if Supplier begins performing the Work prior to accepting the Order in writing, these Terms shall be binding on Supplier.

3. **DELIVERY DATE.** Supplier shall deliver the Work in the quantities and on the date(s) specified in

this Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). Timely delivery of the Work is of the essence. In the event of delay, or anticipated delay, from any cause, Supplier will immediately notify Buyer. If Supplier fails to deliver the Work in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier’s failure to deliver the Work on the Delivery Date. Buyer has the right to return any goods delivered prior to the Delivery Date at Supplier’s expense and Supplier shall redeliver such goods on the Delivery Date.

4. **QUANTITY.** Buyer reserves the right to (i) reject a delivery of goods if the quantity of goods delivered is less than the quantity ordered and (ii) reject the excess quantity of goods if the quantity of goods delivered exceeds the ordered quantity. Any such rejected goods shall be returned to Supplier at Supplier’s risk and expense. If Buyer does not reject the goods and instead accepts the delivery of goods at the increased or reduced quantity, the Price for the goods shall be adjusted on a pro-rata basis.

5. **DELIVERY LOCATION.** All goods shall be delivered to the address specified in this Order (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

6. SHIPPING TERMS.

(a) Buyer may specify contract of carriage and named place of delivery in all cases. Failure of Supplier to comply with any such Buyer specification shall cause all resulting transportation charges to be for the account of Supplier and give rise to any other remedies available at law or equity. Buyer shall have the right to demand all of the goods at one time or in portions from time to time within the time of delivery herein provided, notwithstanding any prior dealings or usage of trade to the contrary. At the time of delivery to the Delivery Location, Supplier shall provide Buyer with notice of such shipment. IN ALL CASES, SUPPLIER MUST PROVIDE TO BUYER, VIA THE PACKING LIST AND THE CUSTOMS INVOICE (AS APPLICABLE), THE COUNTRY OF ORIGIN AND THE APPROPRIATE EXPORT CLASSIFICATION CODES, INCLUDING, IF APPLICABLE, THE SPECIFIC EXPORT CONTROL CLASSIFICATION NUMBER (ECCN), THE EAR99 OR OTHER EXPORT AUTHORIZATION DESIGNATION, OR THE U.S.

MUNITIONS LIST CATEGORY NUMBER AND THE FULL TARIFF CODES (E.G., THE TEN-DIGIT TARIFF CODES IN THE COUNTRY OF EXPORT AND THE COUNTRY OF IMPORT, IF APPLICABLE) OF EACH AND EVERY ONE OF THE GOODS SUPPLIED PURSUANT TO THIS ORDER. SUPPLIER SHALL ADVISE BUYER IF ANY ONE OF THE GOODS SUPPLIED BY SUPPLIER REQUIRES AN EXPORT LICENSE. Buyer's right to require strict performance by Supplier shall not be affected by any waiver, forbearance or course of dealing.

(b) If goods will cross an international border, Supplier shall provide a commercial invoice as required for customs clearance. The invoice shall be in English language, or the destination country specific language, and shall include: contact names and phone numbers of the persons at Supplier who have knowledge of the transaction; Buyer's Order number; relevant location name, Buyer's Order line number; release number (in the case of a blanket order); part number and detailed description of the merchandise; unit purchase price in currency of the transaction; shipment quantity; delivery terms and named location; country of origin of the goods; and appropriate export classification codes. For goods originating in or transiting the United States that will cross an international border, Supplier will include a Destination Control Statement on the invoice pursuant to 15 C.F.R. Part 758.6 or 22 C.F.R. Part 123.9, as applicable. In addition, all goods or services provided by Buyer to Supplier for the production or development of the goods and not included in the purchase price shall be separately identified on the invoice (i.e., consigned material, tooling, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

(c) If goods will cross an international border, Supplier shall mark all wood packaging material (e.g., pallets and crates) delivered to Buyer as either heat treated or fumigated with methyl bromide in accordance with the standards based on the International Plant Convention, including, without limitation, the International Plant Protection Convention's International Phytosanitary Measure 15 ("ISPM 15"). Supplier shall mark the wood packaging

material in the currently approved ISPM 15 format in a visible location on each article, preferably on at least two opposite sides of the article, with a legible and permanent mark that indicates that the article meets the ISPM 15 requirements. Additionally, Supplier certifies to Buyer that all wood packaging material has been either heat treated or fumigated in accordance with ISPM 15 and shall provide additional written confirmation of such certification to Buyer upon request. If any wood packaging material is rejected by a government authority for failure to comply with ISPM 15, or similar standards, Supplier agrees to reimburse Buyer for any resultant costs, fees, losses, and penalties incurred by Buyer.

(d) If goods will cross an international border, and delivery terms of this Order are specified as FCA destination country, then for goods originating in or transiting the United States, Supplier shall supply the requisite Electronic Export Information to include in the Automated Export System (AES) record as required for export of the goods by the Foreign Trade Regulations (15 C.F.R. Part 30) issued by the U.S. Census Bureau and for any goods that are delivered FCA to the European Union from a country not belonging to the European Union (including Norway), Supplier shall provide the transit document (T1).

(e) If goods will be delivered to a destination country having a trade preferential or customs union agreement ("**Trade Agreement**") with Supplier's country, Supplier shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer's benefit and provide Buyer with any required documentation (e.g., NAFTA Certificate, EUR1 Certificate, GSP Declaration, FAD or other Certificate of Origin) to support the applicable special customs program (e.g., NAFTA, EEA, Lome Convention, GSP, EU-Mexico FTA, EU/Mediterranean partnerships, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to the scope of this Order exist at any time during the execution of the same and be of benefit to Buyer in Buyer's judgment, Supplier shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order and acknowledges that such credits and benefits shall inure solely to Buyer's

benefit. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation. Supplier shall immediately notify Buyer of any known documentation errors.

(f) If the shipping term specified on the face of the Order is Ex Works (INCOTERMS 2010), when the goods are ready for collection, Supplier shall contact Buyer's nominated freight forwarding agent to specify the place of collection and a contact name and phone number. Supplier shall also provide a copy of the export invoice, and a detailed packing list showing the package dimensions, weights, and the nature of the packaging in accordance with Section 6 hereof. For all Orders specifying the shipping term Ex Works (INCOTERMS 2010), collection shall be FOT (FREE ON TRUCK), unless otherwise specified on the face of the Order.

(g) If goods are to be delivered DDP (INCOTERMS 2010) to the destination country, Supplier agrees that Buyer will not be a party to the importation of the goods, and that the transaction(s) represented by this Order will be consummated after importation and that Supplier will neither cause nor permit Buyer's name to be shown as the "importer of record" on any customs declaration. Supplier also confirms that under such DDP delivery that it has non-resident importation rights, if necessary, into the destination country with knowledge of the necessary import laws. If Supplier is the importer of record for any goods, including component parts thereof, associated with this Order, Supplier shall provide Buyer required documentation for Duty Drawback purposes which includes, but is not limited to, Customs Form 7552 entitled "Certificate of Delivery" properly executed as well as Customs Form 7501 entitled "Entry Summary" and a copy of Supplier's invoice.

(h) Supplier shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents requested by Buyer. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order.

7. **TITLE AND RISK OF LOSS.** Title passes to Buyer upon delivery of the goods to the Delivery Location. Supplier bears all risk of loss or damage to the goods until Buyer has care, custody and control of

the goods upon its acceptance of such goods at the Delivery Location, during normal business hours.

8. **PACKAGING.** All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition and in accordance with the requirements of common carriers and in a manner consistent with applicable laws and regulations. [For shipments to or within the United States, Supplier shall comply with U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials including hazardous materials specified pursuant to 49 CFR, and the International Maritime Organization (IMO) and the International Air Transport Association (IATA). The Material Safety Data Sheet, if required, must be attached to the goods and a copy included with the Supplier's commercial invoice or packing list. Supplier shall include the following information on each shipment and the associated documentation under this Order: Buyer's Order number, relevant location name, case number, serial number, country of origin, destination address, gross/net weight in kilograms, dimensions in meters/centimeters and feet/inches, center of gravity for items greater than one (1) ton, precautionary marks (e.g. fragile, glass, air ride only, do not stack, etc.), loading hook/lifting points and chain securing locations where applicable to avoid damage and improper handling. For goods shipped by Supplier in two (2) or more packages, Supplier shall clearly mark the packages to show the sequence of each package (i.e. 1 of 2, 2 of 2) and the packing list shall clearly show the contents contained in each package. Supplier shall place all marking in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets or crossbars thick enough to allow safe lifting and unloading. Unless specifically stated in writing in the Order, no charge for boxing, packaging, marking, storing and transporting, etc., shall be allowed. Supplier shall include one copy of the packing list with each shipment. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

9. **AMENDMENT AND MODIFICATION.** No change to this Order is binding upon Buyer unless it is in

writing, specifically states that it amends this Order and is signed by an authorized representative of Buyer. Buyer may at any time by written order make changes or additions to any specifications, instructions, method of shipment or packaging, or place of delivery within the Order. Such changes must be made in writing by an authorized representative. If any such change causes an increase or decrease in the cost of or the time required for performance of the Work, an equitable adjustment will be made and the Order will be modified in writing accordingly. Any claim by Supplier for an adjustment must be asserted in writing by Supplier to Buyer within thirty (30) days after Supplier's receipt of notification of the change.

10. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Buyer has the right to inspect the goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the goods, and may reject all or any portion of the goods if it determines the goods are nonconforming or defective. If Buyer rejects any portion of the goods, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacement of the rejected goods. If Buyer requires replacement of the goods, Supplier shall, at its expense, promptly replace the nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement goods. If Supplier fails to timely deliver replacement goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Order for cause. Any inspection or other action by Buyer shall not reduce or affect Supplier's obligations under the Order, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

11. **PRICE.** The price of the Work is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Supplier is responsible for

the collection and reporting of all applicable transaction taxes such as sales, use, withholding, value added, or similar taxes. No Price increase is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent.

12. **PAYMENT TERMS.** Supplier shall issue an invoice to Buyer on or after the completion of delivery. Buyer shall pay all properly invoiced amounts due to Supplier within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall promptly provide a reasonably detailed description of each disputed item. The parties shall seek to resolve all disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any dispute.

13. **SET-OFF.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

14. **WARRANTIES.** Supplier warrants to Buyer that for a period of eighteen (18) months from the Delivery Date, all goods will: (a) be free from any defects in workmanship, material and design; (b) conform to the applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. In addition, in the event Supplier is not the manufacturer of the goods, Supplier will provide assignable warranties for the goods from its vendors so that such warranties may be passed-through or assigned to Buyer and by Buyer. With respect to services performed under this Order, Supplier warrants that (i) it will meet all quality and performance standards set forth in writing by Buyer and will strictly comply with all performance obligations and deadlines contained therein; (ii) its facilities, equipment, personnel, methods, operations and procedures are suitable for performance of the services to be provided; (iii) it possesses all necessary expertise to perform the services in compliance with all applicable specifications, standards and other requirements delivered by Buyer or contained within

the Order, or required by applicable law. These warranties survive any delivery, inspection, acceptance or payment for the Work by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Buyer gives Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, promptly, but in no event longer than 30 days after such notice, replace or repair the defective or nonconforming Work and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement goods to Buyer. If Supplier fails to replace or repair such defective Work or if Buyer reasonably believes that the provision of Work has been so deficient that timely and proper correction is not feasible, Buyer may (in addition to any other legal or equitable remedies available) immediately terminate the Order in whole or in part and/or remedy the deficiency itself (or utilize a third party to do so) and charge Supplier with the cost of correction. Such costs shall include removal, re-installation, and manufacturing value-added costs (such as machining), including labor, access and shipping costs.

15. **INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless Buyer and Buyer's parent company, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees (collectively, "**Losses**") arising out of or occurring in connection with the Work or Supplier's or Supplier's vendors' or manufacturers' negligence, willful misconduct or breach of the Terms.

16. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Supplier shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Work infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Supplier shall provide (without any further cost to Buyer) all licenses related to intellectual property

rights and pay all royalties necessary for Buyer's purchase, resale and/or use of the Work.

17. **SECURED PERFORMANCE.** If Supplier requires payment for the Order in advance of delivery of the Work, then Supplier shall provide a performance bond (or other form of security acceptable to Buyer) to Buyer wherein a surety is obligated to perform the obligations of the Supplier in the event of Supplier's failure to do so and furnish a copy of the performance bond (or such other form of security) to Buyer. In such circumstances, Buyer's receipt of a copy of the performance bond (or such other form of security) shall be a condition precedent to Buyer's obligation to pay Supplier.

18. **TOOLING.** All dies, patterns, and tooling ordered, and such tooling and material furnished by Buyer, shall be used solely in the performance of Work and furnishing of goods ordered by Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall not be commingled with property belonging to Supplier or others, Supplier agrees to maintain inventory control of all such tooling and materials and to furnish inventories hereof if required by Buyer.

19. **COMPLIANCE WITH LAW.**

(a) Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances in connection with all business with the Buyer. In furtherance of the foregoing (and not in limitation), Supplier shall comply with all applicable U.S. and foreign laws regarding supply chain integrity, including the U.S. Lacey Act, Section 1502 of the Dodd-Frank Act, and all other similar laws, regulations and/or ordinances, and shall promptly provide appropriate disclosures (including as requested by Buyer) in respect of such law. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved in the sale and transportation of goods under this Order, including, without limitation, all applicable United States anti-boycott, export control, sanctions laws, and any applicable foreign export and import laws or regulations consistent with U.S. law or any applicable export control and sanctions laws of any other government having jurisdiction over the transaction or the parties. Specifically, without

limitation, Supplier hereby represents, warrants and covenants that Supplier (and any subcontractor or sub-supplier involved by Supplier in any transaction with the Buyer) is not subject to any restriction with respect to, and is not in violation of, any (a) laws pertaining to the proliferation of weapons; or any (b) party-specific sanctions maintained by the United States Government (such as the list of Specially Designated Nationals), the United Nations, or any other government; or any (c) country-specific economic sanctions or embargos issued by the United States, the United Nations, or any other government.

(b) Supplier represents and warrants that, in connection with any business dealings with Buyer, neither Supplier nor Supplier's parent or subsidiary companies, affiliates or any of their shareholders, subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents: (i) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party including, but not limited to, a government official, political party, party official, family member or representative of a state-owned enterprise for the purpose of wrongfully influencing the recipient; obtaining or retaining business; or for securing or obtaining an improper business advantage; or (ii) has taken or permitted or will take or permit any action to be taken which would cause Supplier, Buyer or any of Buyer's affiliates to be in violation of any applicable anti-bribery or anti-corruption laws, including, where applicable, but not limited to the United States Foreign Corrupt Practices Act of 1977, as amended; the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation and all local equivalent laws in the countries in which business is conducted. Supplier further agrees that it will make no facilitating payment in any form to any government official on behalf of Buyer for the purpose of expediting or securing the performance of a routine non-discretionary governmental duty or action without the prior written approval of Buyer.

(c) In case of conflict between the laws of the United States and the local laws in the countries

where business is transacted, compliance with the laws of the United States will be given priority.

20. **SUB-PROVIDERS.** Supplier unconditionally hereby warrants, represents and covenants to Buyer that all subcontractors, suppliers, laborers and other providers that have supplied labor, materials and/or equipment to Supplier in connection with this Order either have been paid, or will have been timely paid, in full for such labor, materials and/or equipment. Supplier will indemnify, hold harmless, and defend Buyer for any and all claims for payment, including without limitation lien claims, from Supplier's subcontractors, suppliers, laborers, and other providers. In the event a lien is filed or asserted, Buyer in addition to all other remedies at law and elsewhere herein may (a) withhold from any payments due or to become due to Supplier until such lien is released or discharged or bonded by Supplier a sum equal to the amount determined by Buyer to be required to secure the release or discharge of such lien, which amount shall include the estimated amount of all expenses which might be incurred therewith, or (b) secure the removal of such lien, in which event Buyer shall be reimbursed for its cost in securing such discharge or release (which cost shall include any expenses incurred in connection therewith) by deducting such sum from any payment due or to become due to Supplier under this Order. In the event such cost is in excess of the amount of any of such reimbursement by deductions, Supplier agrees to pay the amount of such excess to Buyer upon demand.

21. **TERMINATION.** Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Work on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Work, if Supplier has not performed or complied with any of these Terms, in whole or in part. If Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Supplier. If Buyer terminates the Order for any reason other than Supplier's non-performance or noncompliance or Supplier having

become insolvent or otherwise commencing arrangements in respect of bankruptcy or insolvency, then (i) with respect to goods, Buyer shall reimburse Supplier for the costs incurred by Supplier for unfinished goods which have been specifically manufactured for Buyer pursuant to the terminated Order (and which are not standard products of Supplier), and Supplier's sole and exclusive remedy otherwise in respect of any termination is payment for the goods received and accepted by Buyer prior to termination, and (ii) with respect to services, Supplier will be entitled to, as its sole and exclusive remedy, payment in full for all services satisfactorily provided prior to the date of the termination, less any money previously paid to Supplier, plus any reasonable expenses incurred by Supplier in terminating orders and work in progress, at which point Buyer will have the right to take possession of the Work and any materials whose purchase price was paid by Buyer. Supplier will not be entitled to any lost profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, consequential or other damages because of termination.

22. **REMEDIES.** Buyer's remedies shall be cumulative and shall include any remedies allowed by law. No waiver of any breach of any term, covenant or condition of this Order by Buyer shall constitute Buyer's waiver of any other or subsequent breach of any term, covenant or condition under this Order. No forbearance or indulgence shall constitute a waiver or change of any term, covenant or condition. Acceptance of any Work or payment for any Work shall not waive any breach.

23. **INSURANCE.** Supplier agrees to carry, at its sole expense, (i) commercial general liability insurance, including contractual liability insurance, products liability/completed operations insurance, covering all operations and work hereunder in the amount of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate combined single limit for bodily injury and property damage liability for all liability arising out of the injury to or death of one or more persons in any one occurrence, or destruction of property in any one occurrence, (ii) automobile liability insurance including hired and non-ownership liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability, (iii) worker's compensation and employer's

liability insurance covering all operations and work hereunder in an amount not less than \$1,000,000 per person, and (iv) umbrella excess liability insurance in the amount of \$10,000,000 each occurrence in excess of the commercial general liability, automobile liability & employer's liability. Such insurance shall include Buyer as an additional insured and contain a waiver of subrogation in favor of Buyer and shall provide for 30 days prior written notice of any cancellation. Supplier shall promptly provide to Buyer certificates of insurance. The above insurance requirements are minimum requirements and shall not limit Supplier's liability to Buyer in any manner. All such insurance must be with insurance carriers with a minimum A.M. Best Rating of A VIII or better.

24. **AUDIT.** Supplier shall maintain, and shall cause its agents and subcontractors (if any) providing Work hereunder to maintain, books, records, and documents, to ensure accurate billing of any charges incurred. Such records shall be retained for three (3) years after completion of Work by Supplier. Records involving matters in litigation related to Work performed by Supplier shall be kept for one (1) year following the termination of litigation, including all appeals. All such records shall be subject at reasonable times and upon reasonable prior notice, to examination, inspection, copying, or audit by personnel authorized by Buyer and/or any third party auditor designated by Buyer at no cost to Buyer. In the event any such audit indicates inaccuracies, overbilling, or other violation of these Terms by Supplier, and any or all of such inaccuracies, overbilling, or other violation of these Terms result in a cost to Buyer, in addition to Buyer's rights to recovery of such costs, Supplier shall be responsible for the reasonable costs associated with such audit.

25. **WAIVER.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26. **CONFIDENTIAL INFORMATION.** All Confidential Information of Buyer disclosed by Buyer to Supplier, whether disclosed orally or disclosed or

accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer’s request, Supplier shall promptly return all Confidential Information received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party. For purposes of this Agreement, “Confidential Information” means all non-public, confidential or proprietary information of Buyer including, but not limited to, business affairs, business plans, trade secrets, intellectual property, specifications, samples, patterns, designs, client information, customer information, supplier information, technical data, developments, properties, systems, procedures, services, processes, methods, drawings, know-how, equipment, development plans, documents, manuals, strategies, training materials, costs, pricing, discounts or rebates, sales quantities or volumes, inventions, discoveries, or any other confidential matters acquired under this Order.

27. **ASSIGNMENT.** Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder.

28. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

29. **CONFLICTS OF INTEREST.** Supplier may not offer Buyer’s employees any gifts, entertainment, or other favors of other than nominal value. Supplier may not pay any commissions or fees or grant any rebates

or other remuneration or monetary gratuity to any employee, agent, or representative of Buyer.

30. **NO THIRD-PARTY BENEFICIARIES.** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

31. **GOVERNING LAW / JURISDICTION.**

(a) FOR WORK TO BE PERFORMED IN OR DELIVERED TO THE UNITED STATES, THIS ORDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS OR OTHER INTERNATIONAL TREATY, RULE OR ACCORD). EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS LOCATED IN HARRIS COUNTY, TEXAS FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THIS ORDER.

(b) FOR WORK TO BE PERFORMED OR DELIVERED OUTSIDE THE UNITED STATES, THIS ORDER WILL BE GOVERNED BY THE SUBSTANTIVE LAW OF ENGLAND. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE ORDER, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES AS AT PRESENT IN FORCE. THE ARBITRATION SHALL BE SITED IN LONDON, ENGLAND, AND CONDUCTED IN ENGLISH, AND ANY AWARD RESULTING THEREFROM SHALL BE BINDING WHEN ISSUED AND SHALL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION IMMEDIATELY WHEN RENDERED.

32. **CUMULATIVE REMEDIES.** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

33. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email or, if available, certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party (and confirmation of such receipt in respect of facsimile or email transmissions), and (b) if the party giving the Notice has complied with the requirements of this Section.

34. **CLERICAL ERRORS.** Buyer reserves the right to correct all stenographic or clerical errors or omissions in any documents whether in the Order or other documents.

35. **SEVERABILITY.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Further, all such terms shall be applied to the extent allowed by applicable law.

36. **LANGUAGE.** These Terms have been agreed only in the English language, which version shall be controlling regardless of whether any translations of these Terms have been prepared or exchanged. Supplier acknowledges and represents that Supplier has carefully reviewed these Terms with the involvement and assistance of its officers, employees, advisors, and/or legal counsel fluent in the English language, that Supplier has consulted with legal counsel competent to render advice with respect to transactions governed by the law applicable to this Agreement, that Supplier has no questions regarding the meaning of any of this Agreement’s terms, and that Supplier has obtained high-quality translations of these Terms and any related documentation for use by any of its team who are not fluent in the English language, with the understanding that the Supplier alone shall bear the risk of any misunderstandings that may arise as a result of such translation.

37. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Compliance with Laws, Confidential Information, Audit, Governing Law / Jurisdiction and Survival.