



TERMS AND CONDITIONS

1. Definitions. For the purposes hereof, this quotation, order acknowledgement or invoice, as the case may be, are collectively referred to as the "Order". The Company named on the face hereof shall be referred to as the "Seller" and the customer to which this Order is addressed shall be referred to as the "Buyer". In addition, all goods, services (including without limitation repair services) and materials to be furnished hereunder shall be referred to as the "Materials".

2. Acceptance. This Order shall be accepted: (i) by the execution and return of this Order by the Buyer, or (ii) by Buyer's furnishing of a purchase order to Seller, whether it be in numeric form only or in the form of a purchase order document or other similar document which may be construed as a purchase order, or (iii) by any other document furnished by Buyer, including but not limited to email, which informs Seller that Buyer accepts the Order, or (iv) by acceptance of the Materials from the Seller (including not timely rejecting the Materials as set forth herein). The Order shall be deemed to be accepted in all respects if any conduct by Buyer recognizes the existence of the Order. Deliveries are quoted from the date an approved purchase order is received by Seller. Any terms and conditions contained in purchase orders or similar forms of Buyer which add to, amend, qualify or are different from the terms of this Order are hereby rejected and shall be null and void and of no force and effect, regardless of whether such terms and conditions precede or follow this Order. It is intended by the Seller and the Buyer that this Order shall constitute the complete and exclusive agreement between the parties with respect to the Materials referenced herein and may only be amended by written agreement executed by the authorized officers of Seller and Buyer.

3. Quantity. The quantity of Materials ordered herein shall conform with those requested by the Buyer in the purchase order unless otherwise agreed to in writing by the Seller and the Buyer, or otherwise accepted by the Buyer in accordance with Section 2 hereof.

4. Termination. No Order shall be changed or terminated without the prior written consent of Seller. Termination of all or part of any Order shall be subject to a charge from Seller, which shall include all purchases, tooling, set-up, mobilization and other costs, expenses and commitments incurred by Seller up to the date of termination, plus payment for the work performed up to the date of termination, plus Seller's profit on the total Order. In all cases, cancellation by Buyer shall be effective only if given in writing by Buyer consented to in writing by the Seller, which consent may be withheld for any reason or no reason at all.

5. Title, Risk of Loss & Delays. Unless otherwise specified on the face of the Order, delivery shall be EXW Seller's facility. Title and risk of loss or damage to any Materials sold by the Buyer to the Seller shall pass to the Buyer from the Seller upon delivery to the common carrier. If any delivery is delayed on account of Force Majeure or other causes beyond the reasonable control of Seller, the Seller shall notify the Buyer within a reasonable timeframe of when Seller becomes aware of such delays. Buyer shall be responsible for ad valorem and other taxes on the Materials after delivery to the common carrier. Notwithstanding the foregoing, title to all Materials rented by the Seller to the Buyer shall remain with the Seller at all times; however, the risk of loss to all Materials rented by the Seller to the Buyer shall remain with the Buyer until such time as Buyer returns the rented Materials to the Seller in the same condition as when rented by the Buyer, ordinary wear and tear excluded.

6. Quality and Inspection. All Materials furnished by Seller shall conform to the specifications on this Order. In no event, shall Seller be responsible for defects in any materials furnished by the Buyer or materials purchased from a third-party supplier at the request of Buyer. Such material will be provided at Buyer's sole and exclusive risk. Buyer further agrees that all deliveries shall be deemed accepted unless Buyer notifies Seller of any nonconforming Materials within thirty (30) days after the date of delivery; it being agreed that time shall be of the essence in Buyer's rejection of any Materials and that Buyer is encouraged to promptly test and inspect the same. In all cases where a rejection is timely made by Buyer, Seller shall be given the opportunity to remedy the matter as provided herein. Whenever any Materials are timely rejected, Buyer shall furnish Seller with all inspection and test results and return the rejected Materials to Seller, upon Seller's request.

7. Specifications. Any specifications described in the Order which are internally adopted, established or used by Seller shall be exclusively based upon the methods of testing and inspection employed by Seller in its normal course of business, notwithstanding any reference to desired results of other standards, it being agreed that all Seller specifications indicated in this Order shall control and prevail over all others which may be similar thereto; regardless of whether the same may be expressly stated in this Order.

8. Price and Taxes. The prices for all Materials are indicated in this Order, but may be exclusive of federal, state and local sales, use, excise and other taxes (including any and all VAT) which Seller is required by law to collect. Such taxes, if any, shall be separately stated in Seller's invoice and will be paid by Buyer unless an exemption is available and proper documentation of such exemption is provided to Seller by Buyer. Buyer shall defend, indemnify and hold the Seller harmless from and against any and all claims, losses and expenses (including reasonable attorneys' fees) against the Seller with respect to the sale of the Materials hereunder if Seller relies on an exemption from such tax at the request of the Buyer.

9. Payment. Unless otherwise specified on the Order, payment shall be net thirty (30) days and Seller shall be entitled to invoice upon delivery to the common carrier. Seller reserves the right, at its sole discretion, to require security for payment prior to delivery. For any amount outstanding past thirty (30) days from the date of the invoice, Buyer shall be liable to pay interest of 1 ½% per month on the balance outstanding or the maximum amount allowed by applicable law, whichever is less. All shipments, deliveries and performance of any and all work by the Seller shall be subject to the approval of the Seller's credit department, including the requirement that the Buyer may need to pay all or a portion of the price at the time of the Order. Seller retains a purchase money security interest on all Materials sold by the Seller to the Buyer which have not been paid in full, and Buyer hereby authorizes Seller to execute and file any financing statement as may be necessary to protect Seller's interest in the sale of any Materials.

10. Cartage, Packaging & Transportation. Unless specifically provided in this Order to the contrary, Seller shall not pay for any boxing, cartage, duties, insurance, freight or other ancillary fees in shipping any Materials to be delivered hereunder, all of which shall be for the account of and paid by Buyer.

11. Changes. Subject to the other conditions contained herein, the Buyer may at any time request changes in this Order, but such changes shall not be effective unless and until approved and confirmed in writing by Seller. In the event a change is requested which affects the delivery or price of the Materials, then Seller shall notify the Buyer of such changes. In the event a change results in an increase in price, such increase automatically shall be added to the price unless Buyer rejects the same within two (2) days following receipt of Seller's notice.



12. **Confidentiality.** The terms of this Order and all commercial and technical information, including but not limited to pricing, supplied by Seller shall be kept confidential by Buyer, and shall not be disclosed, published or disseminated to third parties. This provision shall survive the termination and fulfillment of the Order. Buyer acknowledges that the confidentiality of the Seller's information is vital to the operations of the Seller, and Buyer agrees that irreparable damage for which monetary damages would not be adequate may occur in the event that Buyer breaches this provision or fails to perform its obligations herein. Thus, the Buyer acknowledges that the Seller shall be entitled to injunctive relief, without the necessity of posting bond, to prevent breaches of the confidentiality provisions hereof.

13. **Patents.** Seller shall indemnify and hold Buyer harmless from and against any liability, loss, damage, judgment or award resulting from infringement of a valid US patent by Materials which are manufactured, fabricated or supplied by Seller for this Order. Seller's obligations however, shall not apply to infringement relating to (i) any goods which are supplied by Buyer or other third party, (ii) any Materials manufactured, fabricated, or processed by Seller based on drawings, designs, specifications or requirements of Buyer or another third party, (iii) use of the Materials by Buyer. Seller's sole liability to Buyer hereunder shall be, at Seller's option, to modify, at Buyer's cost, the Materials so that they are non-infringing. Buyer shall be required to give immediate notice to Seller of any such claims that Buyer becomes aware of. Buyer shall have no claim of ownership with respect to any intellectual property manufactured, fabricated or supplied by the Seller hereunder.

14. **Liability Disclaimer.** Buyer acknowledges that the environment in which it uses the Materials and the manner and operations in which it uses the Materials are subject to Buyer's sole discretion and control. Therefore, Buyer hereby assumes (and Seller hereby disclaims) the entire responsibility and liability for, and agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES HARMLESS from and against all claims, liabilities, damages and expenses (including without limitation attorneys' fees, court costs, expert witness fees and any other cost of defense) for and arising out of the following specified types of claims, losses or events: (1) loss or liability for damages or any expense arising from personal injury, death, or property injury that results from the performance of services to control a wild well to protect the safety of the general public or to prevent depletion of natural resources; (2) loss or liability for damages or any expense arising from radioactive materials. (3) loss or liability for damages or expenses arising from reservoir or underground damage, including pollution, loss of oil, gas, other mineral substance, or water or the wellbore or reservoir itself; (4) loss or liability for damages or any expense arising from blow out; (5) loss or liability for damages or expenses arising from property injury that results from pollution; or (6) loss or liability for damages or any expense arising from damage to, or loss of use of, any well or well bore, or portion thereof. This agreement to INDEMNIFY, DEFEND AND RELEASE Seller and its affiliates applies to all the above-referenced potential losses and/or damages asserted by any person or entity that are alleged to be or are in fact related, arise out of or incidental to the Materials provided under this Agreement by Seller or its affiliates. This obligation to indemnify, defend and release applies regardless of whether or not the claim or loss is occasioned by or results from the actual or alleged negligence, strict liability, breach of warranty, breach of contract, fault, or other wrongful conduct of Seller or any other person, or entity, in whole or in part, whether sole, joint, active or passive, and even if Buyer is without any legal fault of any kind causing the alleged claim or loss.

15. **Seller's Equipment.** Except when Seller's equipment (rental equipment and the like) is lost or damaged as a result of the gross negligence or willful misconduct of Seller, Buyer agrees to defend, indemnify and hold Seller harmless from the loss of, or damage to, Seller's tools or equipment (i) occurring in the hole, or in the drill string, or (ii) occurring while in the possession and control of Buyer or in transit to work site by transportation arranged by Buyer. Buyer will reimburse Seller for the current replacement cost of any new equipment.

16. **Insurance.** Buyer maintains and carries, at Buyer's own expense, adequate insurance to cover Buyer's activities, including the activities performed by Buyer with the Materials, and such insurance is with financially sound and reputable carriers. If renting any Materials from the Seller, Buyer shall carry such insurance as may be reasonably required by the Seller, and Buyer shall ensure that such insurance covers any and all claims that Seller may have relating to the damage or destruction of such equipment.

17. **No Consequential Damages.** In no event shall Seller be liable to Buyer, and Buyer hereby expressly RELEASES, INDEMNIFIES AND HOLDS SELLER HARMLESS from and against all punitive, indirect, incidental or consequential damages resulting from or arising out of the Order, including without limitation, loss of profit, loss of or inability to use property (including rig time) and equipment or business interruption, howsoever the same may be caused, regardless of ownership, regardless of whether or not occasioned by or resulting from the negligence, strict liability, breach of warranty or other fault of Seller, in whole or in part, whether sole, joint, active or passive.

18. **Force Majeure.** Seller shall not be in default or liable to Buyer for any costs on account of any failure to perform or for any delay in making deliveries hereunder if the same are attributable to a Force Majeure condition. In all cases involving a Force Majeure condition, this Order shall continue in effect and shall be unaffected thereby (except for delivery dates, which shall be extended). As used herein, the term "Force Majeure" shall mean all acts and events beyond the reasonable control of Seller or any of its suppliers or contractors including, but not limited to acts of God, acts of the public enemy, insurrections, riots, civil disturbances, strikes, boycotts and other direct consequences of a labor dispute or an industrial disturbance, fires, explosions, floods, severe weather conditions, breakdowns of or damage to machinery, tools, equipment or production facilities, freight embargoes, power or utility failures, laws, rules, regulations, ordinances, restraining orders and preliminary injunctions, shortages of or the inability to contract for or obtain equipment, materials, supplies, machining or manufacturing services, or transportation facilities, and any orders, acts or other similar causes beyond the reasonable control of Seller.

19. **Limited Warranty.** Seller's sole and exclusive limited warranty for the Materials is as follows: (a) THE TERMS OF THIS PARAGRAPH APPLY TO ANY SERVICES AND ANY EQUIPMENT RENTED WITH OR WITHOUT SERVICE PERSONNEL. Seller will use reasonable efforts to ensure that all service personnel furnished are competent and rental equipment is in good condition, normal wear and tear excluded. Seller personnel will attempt to perform the services requested; however, because of the nature of the work to be accomplished and unpredictable conditions, the results of such services cannot be and are not guaranteed by the Seller. Seller warrants the services provided hereunder for a period of thirty (30) days. Seller's liability for breach of this warranty is expressly limited to, at its sole option, the repair or replacement of the rental equipment which prove to be defective during the warranty period, the re-performance of services which prove to be defective during the limited warranty period or a refund of the consideration attributable to the defective services or equipment. In no event shall the cost or expenses associated with reperforming the services exceed the amount originally charged for such services or equipment. (b) THE TERMS OF THIS PARAGRAPH APPLY TO THE SALE OF ANY MATERIALS. Seller warrants that Materials sold pursuant hereto shall conform to the specifications and descriptions listed on the Order, or if none are listed, then to Seller's standard specifications for such Materials and to be free of material



defects in material and workmanship at the time of shipment from Seller's facility, and thereafter for a period of sixty (60) days after the date of receipt of the Materials. The above warranty does not apply to (i) used Materials that have been repaired or worked over; (ii) Materials that have been modified or subjected to improper handling, storage, installation, operation or maintenance, including use of unauthorized replacement parts; (iii) component parts or materials not manufactured by Seller, whether purchased by Seller or furnished by Buyer, such parts or materials being subject to any applicable manufacturer's warranty; (iv) Materials, or parts thereof requiring replacement because of natural wear and tear; (v) the design of Materials; and (vi) models or samples furnished to Buyer as illustrations only of general properties of the Materials. Seller's sole and exclusive liability for breach of this warranty is expressly limited to, at its sole option, the repair or replacement EXW Seller's facility of Materials which prove to be defective during the warranty period or a refund of the consideration attributable to the defective Materials. In no event shall Seller's liability for breach herein exceed the purchase price of such Materials and the defective Materials must be returned to Seller for inspection and analysis in order for this warranty to be effective. (c) THE LIMITED EXPRESS WARRANTY STATED IN (a) AND (b) ABOVE, AND THE STATED REMEDIES FOR BREACH THEREOF, SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTY IS GIVEN WITH RESPECT TO ENGINEERING AND TECHNICAL INFORMATION FURNISHED BY SELLER OR WITH RESPECT TO THE RESULTS OF SERVICES PROVIDED BY SELLER. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN OR OPERATION OF RENTAL EQUIPMENT DELIVERED OR THE RESULTS OF SERVICES PROVIDED TO BUYER HEREUNDER. Buyer shall provide Seller with immediate notice of any Materials which are found to be defective during the applicable warranty period specified in (a) and (b) above. Buyer shall not alter the Materials found to be defective and if requested by Seller, shall return the Materials to Seller's nearest facility or to a third party of Seller's choice for testing and inspection. If the Materials are altered after shipment to Buyer, all warranties shall be void. Buyer hereby waives any other warranties not contained herein, whether express or implied.

20. Documentation. Product documentation is available electronically at Seller's website, www.mmvalve.com. Hard copies of product documentation are available for purchase, upon request, at \$50.00 each.

21. Export Controls Language. The United States has imposed economic sanctions programs on specific countries ("sanctions programs") and requires licenses for certain exports subject to the Export Administration Regulations ("licensing requirements") (collectively, "these programs"). Both Buyer and Seller agree that any product sold and shipped on this contract must be handled in accordance with these programs. Products applied to this contract may not be exported, transshipped or reexported, sold or supplied, directly or indirectly from any United States person to any country or any Specially Designated National ("SDN") except in full compliance with these programs. Further, products applied to this contract may not be exported, transshipped, or reexported, sold or supplied to a person in a third country undertaken with the knowledge or reason to know that: (i) such products are intended specifically for supply, transshipment, or reexportation, directly or indirectly to a country or a SDN subject to these programs; or (ii) that such products are intended specifically for use in the production or comingling into products to be directly or indirectly supplied, transshipped, or reexported exclusively or predominantly to a country or SDN subject to these programs, except in full compliance thereof.

22. Antiboycott Compliance Policy. The United States has imposed laws that prohibit or penalize the participation in and cooperation with international boycotts not sanctioned by the United States and requires reports of specified information related to unsanctioned boycotts (collectively, the "antiboycott laws"). Both Buyer and Seller agree that any product sold and shipped pursuant to this Order must be handled in compliance with these antiboycott laws.

23. Miscellaneous. This Order shall be governed by and construed in accordance with the internal laws of the State of Louisiana without regard to the conflicts of law provisions thereof. If the parties cannot amicably resolve any disputes between them with respect to the Order, the Seller and Buyer hereby agree to submit any and all disputes arising out of or in connection with the Order to, and do hereby consent to the exclusive jurisdiction of, the proper federal or state court situated in the Parish of Lafayette, State of Louisiana, and both the Buyer and Seller hereby waive any and all claims that such party may have that such court is an improper or inconvenient forum. EACH PARTY WAIVES ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ACTION RELATING TO THE SUBJECT MATTER HEREOF. Neither this Order nor any interest or claim herein may be assigned by Buyer unless the written consent of Seller is obtained in advance. Any assignment made in violation of this paragraph shall be void ab initio and will not be binding on Seller, and will be of no force and effect. If Seller is required to initiate any legal proceedings against Buyer to enforce its rights and remedies under the Order or at law, then Seller shall be entitled to recover its reasonable attorneys' fees and court costs. The terms and conditions specified in this Order set forth the entire understanding of the parties and supersede all prior and contemporaneous understandings, representations and warranties of any kind (both express and implied) which are not stated herein. No modification or amendment to this Order shall be of any force or effect unless in writing and executed by both parties. In no event shall this Order be deemed modified by any acknowledgement or acceptance of documents, correspondence, orders of Buyer or forms containing terms different or additional to those described above, all of which are void and of no effect. If any part (including any term or condition contained herein) of this Order shall be held by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the Order shall not be affected.