

Purchase Order Terms and Conditions for Goods and Related Services



Revision date: 07/01/2025

Unless otherwise provided in the Purchase Order to which these terms and conditions are appended, the terms and conditions set out below apply (i) to the supply of equipment, machinery, materials, goods, and products ("Goods") set out in the Purchase Order, and related items addressed herein, that Supplier is to supply to Buyer, and work incidental to the supply of the Goods; and (ii) together with those terms and conditions set out in Exhibit A attached hereto, to any services related to the Goods ("Services") that Supplier shall also perform, as applicable and set out accordingly in the Purchase Order. These terms and conditions are incorporated into and form a part of such Purchase Order.

1. ACCEPTANCE: Buyer is entitled to rescind its acceptance of delivery of Goods and to reject them in the event any material defect or nonconformity in such Goods is notified to Supplier within twenty-one (21) days after such delivery. In such event, Buyer will make the Goods in question available for collection by Supplier, at Supplier's cost, at the delivery location of such Goods as designated in the Purchase Order.

2. TIME OF SHIPMENT; DELIVERY.

A. Supplier acknowledges that (i) the Goods and Services are critical to Buyer's operations and (ii) failure to receive the Goods or Services in a timely manner would have a negative impact on such operations as well as Buyer's obligations to third parties. Time is of the essence of the Purchase Order. Supplier shall continuously monitor the performance of all activities under the Purchase Order so as to know at all times the planned and actual progress, and to have the earliest practicable awareness of matters that could affect the timing of the shipment or delivery of the Goods or performance of the Services.

B. Supplier shall immediately (i) report to Buyer any actual, anticipated, or foreseeable delay in shipment or delivery of the Goods or performance of the Services and its cause; and (ii) advise Buyer in writing if it anticipates being unable to meet any of the specified shipping, delivery, or performance dates. Supplier shall implement in good time, at its cost, all reasonable measures to avoid or limit delays, and take all reasonable steps to mitigate the effect of delays on shipping or delivery of the Goods or performance of the Services. Such steps are to include advanced and contingency planning. Supplier shall not give priority to work for its other clients to the detriment of the timely (a) shipment or delivery of the Goods and/or (b) performance of the Services. Buyer reserves the right to cancel the Purchase Order at any time for Supplier's default if the specified shipping, delivery, or performance dates are not met or will not be met.

3. SHIPMENT.

A. Unless otherwise set forth in the Purchase Order, all Goods will be furnished by Supplier to Buyer on a DDP (Named Place of Destination) basis, per Incoterms® 2020. Supplier shall ensure that each shipment contains an itemized packing slip listing contents and Purchase Order number. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by an itemized packing slip.

B. Supplier shall follow the shipping instructions specified in the Purchase Order. Supplier shall include the Purchase Order number or other tracking number provided by Buyer and other specified numbers on the bill of lading and shall advise the carrier that such numbers must be shown on freight bills. Supplier's freight charges for Buyer's account, if any, must be supported by a copy of the bill of lading and the carrier's freight bill. Partial shipments must be accompanied by identifying documents; partial shipments are not to be construed, however, to make the obligations of Supplier several.

C. Supplier shall be responsible for any damage to the Goods arising out of improper packing or labeling.

4. PRICING, INVOICING AND PAYMENT.

A. Unless provided otherwise in the Purchase Order, Buyer will pay Supplier for the Goods and Services in the amounts provided for in the Purchase Order. No minimum order charges, or charges for packing or handling, cartage, or insurance or value charges by any mode of transportation are to be payable or paid by Buyer unless so specified in the Purchase Order. Supplier shall show on all invoices all applicable cash discounts for early payment. Discount periods will be computed from the date a complete and accurate invoice with all required supporting documentation is actually received by Buyer.

B. Unless stated otherwise in the Purchase Order, Supplier shall submit its invoice, in United States dollars, within fifteen (15) days after the end of each calendar month for amounts payable for Goods or Services delivered to Buyer during such calendar month. Invoices are to be submitted in such form, containing such reference numbers and information, and accompanied by such certification and documentation, as Buyer may request.

C. Buyer has implemented automated electronic requisition-to-pay (R2P) processes for the submission and payment of invoices. These processes require submission of invoices electronically through Buyer's designated eCommerce web portal or EDI/XML direct connection. Several methods are permitted and technical specifications are available from Buyer upon request. Supplier shall elect a permitted method of electronic invoice submission and submit all invoices accordingly.

D. Unless stated otherwise in the Purchase Order, Buyer will pay, or cause to be paid, the approved amount of each invoice within thirty (30) days of Buyer's receipt of a proper invoice, together with all required supporting documentation. If Buyer disputes any invoice, in whole or in part, Supplier shall issue a new invoice for the undisputed portion or issue a credit note to allow for payment of the undisputed portion of the invoice while the dispute over the remaining part is resolved. Buyer and Supplier shall endeavor to settle and adjust any disputed amount promptly.

E. Notwithstanding the foregoing, Buyer may set off against payments due to Supplier any amount due and owing to Buyer from Supplier for any reason. Any payments made by Buyer do not prevent Buyer from filing claims or prejudice Buyer's right to recover the amount of any such claims, however or whenever they may have arisen. Without limiting the type or nature of such claims, Buyer may recover any sums paid to Supplier by mistake of law or fact. Payments are not to be construed as acceptance or evidence of approval of any Goods or, if applicable, Services.

5. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

A. Supplier shall comply, and shall cause its Subcontractors to comply, with all federal, state, and local laws, rules and regulations applicable to the manufacture or supply of the Goods or the performance of any Services.

B. By acceptance of the Purchase Order, Supplier acknowledges and certifies that to the extent required by law, rule or regulation, Supplier shall comply, and require its Subcontractors to comply, with the following: The Immigration Reform and Control Act of 1986 and related regulations; the Equal Opportunity Clause prescribed in 41 CFR 60-1.4 (race, color, religion, sex, or national origin); the Affirmative Action Clause prescribed in 41 CFR 60-250.5(a) (veterans); the Affirmative Action Clause prescribed in 41 CFR 60-741.5(a) (handicapped workers); 48 CFR Chapter 1, Subpart 19.7 (Small Business and Small Disadvantaged Business Concerns); 48 CFR Chapter 1, Subpart 320.1 (Utilization of Labor Surplus Area Concerns); Executive Order 12138 (women-owned businesses); 41 CFR 60-1.40 (establishment of a written affirmative action program within 120 days from the effective date of this Agreement); 41 CFR 60-1.7 (filing the Employer Information report annually); 41 CFR 60-1.8 (non-segregated facilities); the Fair Labor Standards Act of 1938; and all relevant amendments of such laws, rules and regulations.

C. In the event Supplier shall maintain or possess any Buyer data or information in connection with or arising out of performance hereunder, Supplier represents and warrants that it has implemented and shall maintain administrative, physical and technical safeguards regarding security, virus protection, and privacy that (i) are designed to prevent third party access to any Buyer data and information and protect the integrity of Supplier's IT Systems and Data; (ii) comply with all applicable laws; and (iii) meet or exceed the information security standards and practices that are generally accepted in the industry. To Supplier's knowledge, there has been no security breach or other compromise of or relating to any of Supplier's information technology and computer systems, networks, hardware, software, data (including the data of its customers, employees, suppliers, vendors, and any third party data maintained by or on behalf of them), equipment, or technology (collectively "IT Systems and Data"), and Supplier has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, a security breach or other compromise to their IT Systems and Data. In the event that Supplier becomes aware of any actual or suspected network, system, and/or data breach with respect to the IT Systems and Data (including, but not limited to, a system intrusion, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, and hacking incident) that results in any accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to or use by third parties of the confidential information of Buyer ("Breach"), Supplier agrees to report the Breach to Buyer as soon as practicable, but no later than 48 hours after becoming aware of such Breach, and take appropriate steps to contain or mitigate the Breach.

D. Supplier shall comply with Data Protection Laws to the extent such laws are applicable to the work being performed by Supplier. Additionally, Supplier will cooperate with Buyer's efforts to comply with applicable Data Protection Laws and applicable data subject rights, including with respect to responses to data subject requests. Supplier will provide information or support to Buyer as necessary for Buyer to respond to such requests in a timely manner. Supplier and its subcontractors and their respective personnel shall not process, transfer, use, disclose, or disseminate Personal Data without the approval of Buyer, unless expressly provided in the applicable Purchase Order. In the event Data Protection Laws or other applicable laws require the execution and enforcement of Data Processing Agreements or similar instruments, the parties agree to negotiate, enter into, and comply with such required agreements. For purposes of this provision, "Data Protection Laws" means applicable laws and industry standards related to the processing of Personal Data, as they may be amended or updated from time to time, including, to the extent applicable to the work, the General Data Protection Regulations ("GDPR") as defined under European Regulation 2016/679, the California Consumer Privacy Act of 2018 ("CCPA"), the California Privacy Rights Act ("CPRA"), the Texas Data Privacy and Security Act, and any other applicable state, national, provincial or federal law of similar import or which address similar subjects. "Personal Data" means data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household, including any derivatives thereof or inferences made

therefrom, and any other information that is regulated as "personal data", "personally identifiable information", "personal information", or similar terms under Data Protection Laws.

E. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS AND THEIR RESPECTIVE BENEFIT PLANS AND FIDUCIARIES FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, SUITS, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, JUDGMENTS, AWARDS, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY "CLAIMS") ARISING OUT OF FAILURE BY SUPPLIER OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES TO COMPLY WITH ANY APPLICABLE LAW, RULE, OR REGULATION.

6. MINORITY-OWNED BUSINESSES; WOMEN-OWNED BUSINESSES; SMALL BUSINESS ENTERPRISES. It is Buyer's policy to support the inclusion of minority-owned business enterprises ("MBEs"), women-owned business enterprises ("WBEs"), and small business enterprises ("SBEs") in its procurement processes. Supplier's selection processes for procurement of third-party goods, equipment, and services utilized in connection with the Purchase Order are therefore to include consideration of qualified MBEs, WBEs, and SBEs where possible, and Supplier shall maximize use of MBEs, WBEs, and SBEs, where commercially competitive, in performance hereunder. An MBE is defined as a business enterprise that is at least 51% owned by a minority or group of minorities and has its management and daily business controlled by one or more such individuals. Minorities include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A WBE is defined as a business enterprise that is at least 51% owned by a woman or group of women and has its management and daily business controlled by one or more such individuals. An SBE is a small business enterprise as defined by the U.S. Small Business Administration: a business enterprise that is registered to do business in the United States, is independently owned and operated, is organized for profit, and is not dominant in its field.

7. ANTI-BRIBERY.

A. In relation to the Purchase Order, Supplier shall not, and shall ensure that its officers, directors, and personnel, and its Subcontractors and their respective officers, directors, and personnel do not, offer, pay, arrange for another person to pay, or agree to pay any payment, gift, or other thing of value of any nature to: (i) any officials, employees, or agents of any governmental authority or government instrumentality; (ii) any political party; (iii) any candidate for political office; or (iv) any other person, including a legislative, administrative, or judicial office (including any person exercising a public function for a public agency, a public enterprise, or a public international organization); when such payment, gift, or other consideration would violate applicable laws or the principles set forth in the Convention for Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (and without limitation, shall not perform any act which would constitute "bribery of a foreign official" as defined in Article 1(3) of such Convention), the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act, or other anti-bribery or anti-corruption legislation applicable to either Buyer or Supplier. Even though the FCPA and certain other applicable antibribery or anti-corruption legislation may permit, in limited circumstances, "facilitating payments" (i.e., small payments made in order to expedite or secure the performance by a Governmental Authority of routine actions of a non-discretionary nature, which a person is otherwise entitled by law to receive), Supplier shall not, and shall ensure that its officers, directors, and personnel, and its Subcontractors and their respective officers, directors, and personnel do not, make any "facilitating payments" in connection with the Purchase Order.

B. If Buyer reasonably believes that Supplier or any of Supplier's Subcontractors or any of their respective officers, directors, or personnel, has engaged or will engage in improper conduct in breach of this Article 7, Buyer may, at its sole discretion, suspend any further performance by Supplier, withhold further payment to Supplier, and terminate the Purchase Order for cause with immediate effect.

C. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RESULTING FROM ACTS OR OMISSIONS OF ANY OF SUPPLIER OR ITS SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, OR PERSONNEL NOT CONFORMING TO THE REQUIREMENTS OF THIS ARTICLE 7.

8. EXPORT CONTROL COMPLIANCE.

A. Supplier shall comply, and shall ensure that its Subcontractors comply, with all applicable laws and regulations relating to export and re-export control, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the U.S. Department of State.

B. Supplier shall be responsible for obtaining any authorizations or licenses required under applicable export control regimes, including United States export and re-export control laws and regulations, for the transfer of any regulated technology to nationals of certain countries. Supplier shall timely (i) identify in writing to Buyer those items, technology, software, or services for which an export authorization is required and (ii) provide in writing to Buyer export control classification and licensing information necessary for export documents (e.g., Export Control Classification Numbers

(ECCNs)). Supplier shall keep records of its export and re-export -related activities in respect of the Purchase Order for a minimum of five years or such period as required by relevant laws, whichever is greater, and shall make those records available to Buyer upon request.

C. Supplier shall not (i) hire or charter, or contract or subcontract with, any person or entity that is listed on U.S. government or other applicable government list of prohibited or denied parties or organized under the laws of, operating under the flag of, performing services in, or resident in any country against which the United States has imposed comprehensive economic sanctions; or (ii) obtain any items, technology, software, or services originating from any country against which the United States or other applicable government has imposed comprehensive import sanctions or restrictions.

D. SUPPLIER SHALL INDEMNIFY, RELEASE, INDEMNIFY AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND CO-VENTURERS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF A BREACH OF OR FAILURE TO COMPLY WITH THE TERMS OF THIS ARTICLE 8 BY SUPPLIER OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTIONS, OR PERSONNEL.

9. AUDIT, ETHICS AND CONFLICTS OF INTEREST.

A. Supplier shall, and shall ensure that its Subcontractors, maintain a true and correct set of records pertaining to all activities relating to its performance of the Purchase Order and all transactions related thereto. Supplier shall, and shall ensure that its Subcontractors, retain all such records for a period of not less than four (4) years after final payment under the Purchase Order. Any representatives authorized by Buyer may audit any and all records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other data related to the Purchase Order at any times during the term of the Purchase Order and during such four (4) year period. Supplier shall cooperate fully with Buyer during such audits, including furnishing Buyer with copies of all requested documents. Buyer shall also have the right to obtain statements from Supplier's personnel in the course of such audits.

B. Supplier shall not, and shall ensure that its Subcontractors do not, directly or indirectly, (i) pay salaries, commissions, or fees, or make payments or rebates to employees or officers of Buyer or Buyer's affiliates; (ii) favor employees or officers of Buyer or Buyer's affiliates, or designees of such employees or officers, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; nor (iii) enter into business arrangements with employees or officers of Buyer or Buyer's affiliates, except to the extent such employees or officers are properly acting as representatives of Buyer or one of Buyer's affiliates. Supplier shall not engage in any behavior or encourage action by Buyer's employees that is contrary to (a) Buyer's policies regarding conflicts of interest; (b) public policy; or (c) any applicable local, provincial, state, federal, or international law or regulation. In the event that Supplier takes any action contrary to Buyer's interests under the Purchase Order, or in furtherance of any Buyer employee's prohibited behavior (including the examples above), Supplier shall promptly notify Buyer, and Buyer may, at its option, immediately terminate the Purchase Order for cause.

C. In performance under the Purchase Order, Supplier shall be, and shall ensure that its Subcontractors are, guided by the standards set forth in the ConocoPhillips Code of Business Ethics and Conduct, as it may be amended and updated from time to time (the "Code"). The Code is available from Buyer upon request or from its internet website at www.conocophillips.com. Supplier represents that it has familiarized itself with, and shall remain familiar with, the Code and shall immediately report to Buyer any known or suspected breach of the Code. Any lack of compliance by Supplier with the principles and standards set forth or embodied in the Code or a violation by Supplier of its own code of business ethics or conduct constitutes a material breach of the Purchase Order by Supplier and grounds for termination for cause.

10. TITLE.

A. Title to all or any portion of the Goods and any tangible results of Services pass to Buyer upon the earlier to occur of (i) identification of the Goods or components thereof to the Purchase Order; (ii) any payment by or on behalf of Buyer therefor; (iii) tender of Goods to the applicable transportation provider for delivery in accordance with the terms of the Purchase Order; or (iv) incorporation of Goods into Buyer's facility (or, in the case of work being performed at an off-site fabrication facility, upon incorporation into such fabricated portion). Transfer of title is without prejudice to Buyer's right to reject defective Goods or Services or any other right or obligation in the Purchase Order.

B. Notwithstanding any transfer of title to Buyer, care, custody, and control of such Goods remains with Supplier until delivered to and accepted by Buyer per the terms of the Purchase Order.

11. PROPRIETARY RIGHTS.

A. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR ARISING IN FAVOR OF ANY PERSON OR ENTITY FOR OR AS A RESULT OF ACTUAL OR ALLEGED VIOLATION OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR FOR MISAPPROPRIATION OR MISUSE OF ANY TRADE SECRET OR OTHER CONFIDENTIAL INFORMATION, BASED ON OR RELATED TO SUPPLIER'S PERFORMANCE PURSUANT TO THE PURCHASE ORDER OR BUYER'S USE OF THE RESULTS OF SUCH WORK. Buyer shall

have the right, at its discretion, to select or approve the counsel that is defending Buyer, and Buyer retains the right to participate in any action in which Buyer is named as a defendant. Should (i) Supplier be prevented from performing any of its obligations under the Purchase Order or (ii) Buyer be prevented or estopped from use or application of any work supplied under the Purchase Order by reason of legal proceedings based upon Claims described in this Article 11, Buyer shall be relieved of any obligation to make payment for such work and Supplier shall, at Buyer's option, either (a) obtain the necessary license to allow Supplier to perform its obligations under the Purchase Order and to allow Buyer to utilize the work in the manner contemplated, or (b) redesign the work to enable complete performance in accordance with the Purchase Order without infringing any such rights and without decreasing, limiting, or otherwise affecting the utility or functionality of such Goods.

B. Title to any Work Product vests exclusively in Buyer, and all copyright and other intellectual property rights in respect of any Work Product belong exclusively to Buyer, as of the date of the creation of such Work Product, which is to be considered, to the extent possible, a "work made for hire" within the meaning of Title 17 of the United States Code. As used herein, "Work Product" means all results of the work and any and all documents, plans, drawings, specifications, records, computer files, data, or other manifestations of efforts of Supplier or its Subcontractors in performance of the work, provided that Work Product does not include proprietary intellectual property rights owned by Supplier and developed by it in and to any goods specifically provided by Supplier or in any methodologies, programs, systems, data, or materials utilized or provided by Supplier in the ordinary course of business in the performance of the work under the Purchase Order, including all worldwide patent rights, copyrights, trade secret rights, know-how and other intellectual property rights therein.

C. All right and title in and to all data or information generated or recorded during performance of Services hereunder and any and all data provided by Buyer or regarding Buyer's property or assets shall be owned exclusively by Buyer, whether recorded, preserved, observed, or generated by Supplier, Buyer or any third party, and Supplier may use such data or information solely for the purpose of providing the Goods or Services hereunder and not for any other purpose.

12. INSPECTIONS AND TESTS. Buyer and its representatives have the right, but not the obligation, to make inspections and perform tests, or to observe Supplier conducting tests, to determine that all Goods are properly provided and Services, if applicable, are properly performed. Such inspections and/or tests may be conducted at any reasonable time at any mutually convenient place, including the plant or yard of Supplier or any of its Subcontractors used in providing Goods or Services under the Purchase Order, and Supplier shall provide assistance to Buyer and its representatives in connection with carrying out such inspections or tests. Supplier shall supply, on Buyer's request, test reports and material certificates. Any such inspections or testing, or the lack thereof, do not in any manner constitute approval or acceptance of the Goods or Services or release or relieve Supplier from any of its obligations with respect to the Goods and Services and the Purchase Order, including obligations under Article 13.

13. WARRANTY.

A. Supplier hereby warrants: (i) full and unrestricted title to Buyer for all Goods and Services furnished by Supplier under the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances when title thereto passes to Buyer; (ii) the Services shall be performed in accordance with applicable law by competent and skilled personnel in a good and workmanlike manner consistent with generally accepted industry standards; (iii) all Goods and Services shall be complete and free of defects in design, materials, and construction; (iv) the Goods and components thereof shall be in full compliance with all applicable laws, rules, and regulations; (v) all materials incorporated into the Goods and the Goods themselves shall be new (unless otherwise specifically agreed between Buyer and Supplier), of merchantable quality, and fit for their intended purpose; and (vi) all Goods shall be in conformance with the specifications and drawings approved by Buyer and incorporated into the Purchase Order.

B. If any of the Goods are found to be defective or not in conformance with any of these warranties during the period beginning at the commencement of performance under the Purchase Order and ending twelve (12) months after initiation of sustained in-service usage of such Goods for their intended purpose or twenty-four (24) months after Buyer's receipt and acceptance of the Goods in accordance with the terms of the Purchase Order, whichever period expires earlier, Supplier shall promptly repair or replace (at Buyer's option) at its own cost any defective or nonconforming Goods, including any Goods suffering loss or damage due to such Goods or any part thereof being defective. Supplier shall also be responsible for the cost of the removal of and reinstallation of such Goods and for the removal from Buyer's site and disposal of all scrap, trash, and debris generated by such repair or replacement. Supplier shall also be responsible for the re-performance, at its own cost, of any Services necessary for the repair or replacement of the defective or nonconforming Goods.

C. Any Goods that are repaired or replaced in accordance with the provisions of this Article 13 shall be subject to the warranties provided herein for the remainder of the warranty period provided above or for a period of twelve (12) months from Buyer's acceptance of the repaired or replaced Goods, whichever period expires later.

D. Should Supplier refuse or fail to commence repair or replacement of any such defective or nonconforming Goods or re-performance of any such defective or nonconforming Services within seventy-two (72) hours after Buyer has provided notification of such defective or nonconforming Goods or Services, or if Supplier fails to diligently carry out such repair, replacement, or re-performance, Buyer shall have the right to perform the repair or replacement of the Goods and re-perform the Services or to have the repair, replacement, or re-performance performed by a third party on an expedited basis. Supplier shall be liable for all costs of such repair, replacement, or re-performance, including any amounts payable to third parties, any third-party certifications and testing, and Buyer's internal costs, and Buyer may collect such amounts directly from Supplier or by offset against performance security, if any, or by deduction from other amounts due to Supplier.

14. TERMINATION FOR CAUSE.

A. Buyer may terminate the Purchase Order for cause if Supplier fails to make any payments when due to Subcontractors for any goods, materials, or supplies provided to Supplier or for work performed in connection with the Purchase Order; fails to diligently perform the work under the Purchase Order; or otherwise fails to perform or fulfill any material obligation under the Purchase Order; and does not correct any such failure within ten (10) days of notice from Buyer. Notwithstanding the foregoing, Buyer may immediately terminate the Purchase Order for cause if (i) Supplier commits any material safety violation in the performance of the Services; (ii) Supplier is in default under Article 2 or violates any of the obligations contained in Article 7, Article 8, or Article 9 of these Terms and Conditions; or (iii) Supplier becomes insolvent, has a receiver appointed, makes a general assignment or filing for the benefit of creditors, or files for bankruptcy protection.

B. In the event of termination under this Article 14, Buyer will make no further payments until Buyer has obtained replacement Goods; for either all the Goods if it is not practicable for Buyer to have others take over completion thereof (in which case Supplier shall promptly refund any amounts Buyer has already paid); or otherwise for the portion of Goods undelivered at the time of termination. Once the replacement Goods are obtained and all charges therefor are settled, Buyer will pay Supplier, as applicable: any amounts due to Supplier but not yet paid by Buyer for Goods satisfactorily delivered by Supplier and retained by Buyer, less (a) any costs of obtaining replacement Goods, as aforementioned, in excess of the amount that would have been paid to Supplier for delivery of all the Goods had Supplier not been in breach or default, and (b) any administrative, legal, and other expenses incurred by Buyer in connection with Supplier's default and Buyer's termination of the Purchase Order. Supplier or Buyer, as applicable, shall promptly pay any amount due to the other pursuant to the foregoing.

C. The termination and deduction of costs and expenses will be without prejudice to any other legal or equitable remedies available to Buyer.

15. TERMINATION FOR CONVENIENCE.

A. Buyer shall have the right to terminate for its convenience further performance of all or any separable part of the Purchase Order at any time by written notice to Supplier. Supplier recognizes and agrees that Buyer may exercise its right under this Article 15 (i) for any reason, or no reason at all; and (ii) without considering the impact of such termination upon Supplier.

B. With respect to any portions of the work terminated in accordance with this Article 15, subject to delivery of such partially completed work to Buyer at Buyer's sole option, Buyer will pay Supplier for Goods delivered to Buyer and for Services actually performed in full compliance with the requirements of the Purchase Order prior to the effective date of such termination, plus: (a) costs to terminate subcontracts and purchase orders as directed by Buyer (provided that Supplier has promptly sought and obtained in advance Buyer's approval for such termination costs); (b) the reasonable costs of protecting and securing the Goods and components thereof; and (c) reasonable demobilization costs actually incurred by Supplier as a direct result of such termination; less the value of any Goods or components thereof returned to Supplier's or its Subcontractors' inventory.

C. Supplier shall include provisions equivalent to this Article 15, mutatis mutandis, in its subcontracts and purchase orders with its Subcontractors. Supplier shall continue to prosecute any portions of the work under the Purchase Order that are not terminated by Buyer, and the provisions of the Purchase Order shall continue in full force and effect with respect to such work.

16. ACTIONS UPON TERMINATION.

A. In the event of a termination of the Purchase Order pursuant to Article 14 or Article 15, Supplier shall cease performance under the Purchase Order to the extent directed by Buyer and shall cooperate with Buyer to assign to Buyer subcontracts and purchase orders required by Buyer; to terminate, on terms favorable to Buyer, subcontracts and purchase orders not assigned to Buyer; and to transfer portions of the Goods and components thereof as directed by Buyer. Additionally, Supplier shall take reasonable steps to secure and protect any Goods and components thereof to be delivered to Buyer until Buyer or its designee has taken possession.

B. In no event shall Buyer be liable for, nor Supplier be entitled to make, any Claim for lost or anticipated profits, contribution to overhead, unearned bonuses, or any similar damages for the portion of Goods or Services terminated or not performed by Supplier. In the event Buyer terminates the Purchase Order either for cause or for its convenience, Buyer will have the unrestricted right to contract with any person for the supply of the same or similar goods and services. Buyer will have no liability whatsoever to Supplier arising out of such contracting and Supplier will not be entitled to any compensation or recompense arising out of Buyer's decision to contract for supply of such goods and services by another person.

17. SUSPENSION. Buyer may by written notice to Supplier suspend performance under the Purchase Order. During such suspension Supplier shall properly secure and protect the Goods and suspend performance of Services. Supplier shall resume performance only upon written notice from Buyer. Buyer will reimburse Supplier for the actual and documented additional cost associated with such suspension, provided such suspension is not required owing to a failure on the part of Supplier or its Subcontractors.

18. FORCE MAJEURE. When delay in Supplier meeting any shipping or delivery date is (i) one that is beyond the reasonable control of Supplier and not due to its fault or negligence, and which Supplier could not have reasonably foreseen or, if foreseeable, could not have prevented or avoided through the exercise of due diligence; and (ii) is in the nature of acts of God; terrorist acts; acts of civil or military authority that were not requested, promoted, caused by, or imposed as a result of actions or failures to act of Supplier or its Subcontractors; sabotage; epidemics; war; riot; fires; catastrophic storms or floods, hurricanes, typhoons, tsunamis, earthquakes, or unusually severe weather; explosions; or national or industry-wide strikes; Supplier will be entitled to a schedule extension to the extent the critical path for the work is impacted by such force majeure event, but Supplier will not be entitled to any extra remuneration or compensation for such delay. For the avoidance of doubt, the following are not to be considered force majeure events excusing non-performance: economic hardship; changes in market conditions; failure of Supplier's or Subcontractor's equipment; shortage of materials, consumables, equipment, or utilities; or climatic conditions, regardless of magnitude, severity, duration, or frequency (other than catastrophic weather events specifically described above).

19. TAXES.

A. Supplier is responsible for the reporting, filing, and payment of any income, profits, capital gains, business, gross receipts, excise, payroll, unemployment, medical, social, and other taxes imposed directly or indirectly on Supplier or its Subcontractors or their respective employees or agents as a result of the performance under the Purchase Order. Except as set forth below, all applicable taxes and social charges, including withholding taxes, for which Supplier is liable under this Article 19 are included in the rates, prices, and mark-ups set out in the Purchase Order and Buyer has no responsibility to reimburse Supplier separately for any such taxes or social charges.

B. Buyer, without any liability on its part, has the right to withhold from sums otherwise due to Supplier any taxes or amounts required by applicable law to be withheld, and to pay the same when due to the appropriate taxing authorities. Buyer will provide Supplier with available governmental receipts evidencing payment of taxes withheld. Should Supplier claim exemption from withholding, Supplier shall provide Buyer with all evidence as may be required by applicable law or reasonably required by Buyer to substantiate that Buyer is not required to withhold the applicable amounts from payments to Supplier. Taxes withheld pursuant to this Article 19 are for Supplier's account only, and Buyer has no obligation to reimburse Supplier for any such taxes withheld.

C. Unless otherwise required by applicable law or stated otherwise in the Purchase Order, invoiced remuneration payable to Supplier for performance under the Purchase Order is exclusive of value added, sales and use, goods and services, excise, and other similar taxes, when applicable. Any such taxes are to be shown separately on Supplier's invoice, and Buyer will pay such amounts to Supplier in addition to the remuneration payable. Supplier shall make all reasonable efforts to minimize its liability to pay and to recover from Buyer any value added taxes or sales and use taxes which may be assessed on payments under the Purchase Order. Supplier shall cooperate fully with Buyer in any reasonable and lawful effort by Buyer to reduce or eliminate any such taxes for which Buyer may be liable under the Purchase Order. If Buyer has provided Supplier with a self-pay or exemption certificate with the Purchase Order, Supplier will accept it in good faith and Supplier shall not invoice Buyer for such value added, sales and use, or other excise taxes.

D. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ANY AND ALL CLAIMS WITH RESPECT TO TAXES SPECIFIED HEREIN WHICH MAY BE ASSESSED OR LEVIED DIRECTLY OR INDIRECTLY AGAINST BUYER, BUYER'S AFFILIATES OR COVENTURERS, SUPPLIER, OR SUPPLIER'S SUBCONTRACTORS BY ANY TAXING AUTHORITIES CLAIMING JURISDICTION OVER THE PURCHASE ORDER OR THE WORK.

20. LIENS.

A. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ALL LABORERS', MATERIALMAN'S, MECHANIC'S, OR OTHER LIENS ARISING FROM THE PERFORMANCE SUPPLIER'S

OBLIGATIONS UNDER THE PURCHASE ORDER AND SHALL KEEP THE WORK AND ALL PREMISES OF BUYER AND BUYER'S AFFILIATES AND COVENTURERS FREE FROM SUCH CLAIMS, LIENS, AND ENCUMBRANCES.

B. To the fullest extent permitted by applicable law, Supplier, for itself and all of its Subcontractors of any tier, waives all rights of lien against the property and premises of Buyer and Buyer's affiliates and coventurers for labor performed or for items furnished for the work. If such a lien or encumbrance is filed on or with respect to any such property or premises, Supplier shall remove and discharge, by payment or bond or otherwise, such lien or encumbrance within seven (7) days of the filing of such lien or encumbrance. Should Supplier fail to remove any lien or encumbrance within such period, Buyer may, in its sole discretion, retain funds due to Supplier to pay such liens and their associated costs and to remove or discharge such lien or encumbrance using whatever means Buyer deems appropriate. In such circumstances, Supplier shall be liable to Buyer for all damages, costs, losses, and expenses (including attorneys' and consultants' fees) incurred by Buyer. Upon completion of the obligations of the Purchase Order and as a condition of final payment, Supplier shall provide documentation to Buyer guaranteeing by affidavit that there are no outstanding liens or claims which would result in liens. Such documentation shall be in a form suitable to Buyer. If any lien or claim remains unsatisfied after final acceptance or termination of the Purchase Order, Supplier shall promptly refund to Buyer all costs incurred by Buyer in extinguishing such liens or claims, including any costs of filing and attorney's fees.

21. GOVERNING LAW AND DISPUTES.

A. **THIS AGREEMENT AND THE RELATIONSHIP OF THE PARTIES HERETO ARE GOVERNED BY AND TO BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF TEXAS WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.**

B. Any dispute, controversy, or Claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, connected with or relating in any way to this Purchase Order and/or performance of the work, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and resolved by final and binding arbitration. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration (the "Administered Rules"), which Rules are deemed to be incorporated by reference into this Article. Provided, however, that where the Dispute involves defense and indemnity obligations under Exhibit A Article 6 ("Indemnity Dispute"), the CPR Fast Track Rules for Administered Arbitration (the "Fast Track Rules") shall apply to supplement and modify the Administered Rules, and such Indemnity Dispute shall be resolved by a sole arbitrator. In such case, the arbitration shall be conducted in accordance with a procedural timetable providing for the delivery of an award within 90 days after the constitution of the Tribunal.

C. The legal seat and venue of the arbitration shall be Houston, Texas. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s), and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitrator(s), the scope of this arbitration provision, and the applicable law.

D. Notwithstanding the appointment of a sole arbitrator for an Indemnity Dispute under Article 21 B, the Dispute shall be finally determined by one arbitrator if the Dispute involves Claims and counterclaims valued in the aggregate of less than five million United States Dollars (US \$5,000,000) (or an equivalent amount in any other currency as calculated at the date arbitration is requested). The Dispute shall be heard and determined by three arbitrators if the Dispute involves Claims and counterclaims valued in the aggregate of equal to or more than five million United States Dollars (US \$5,000,000), if only declaratory or other non-monetary relief is sought, and/or if the parties are unable to agree upon the monetary value of the Dispute for purposes of this provision. In the event that one arbitrator shall hear and determine the Dispute, the parties shall attempt to agree upon a qualified individual to serve as arbitrator. If the parties are unable to so agree within thirty (30) days of the notice of defense, or such other time as the parties may agree in writing, then the arbitrator shall be selected and appointed in accordance with the Administered Rules. In the event that three arbitrators shall hear and determine the Dispute, the claimant(s) in the notice of arbitration and the respondent(s) in the notice of defense shall each designate one person to act as arbitrator. The two arbitrators so selected shall, within thirty (30) days of their appointment, select a third arbitrator who shall serve as the chairperson of the Arbitral Tribunal. The arbitrators selected shall be qualified by education, training, and experience to hear and determine matters in the nature of the Dispute. If a party fails to appoint an arbitrator as provided herein, or if the arbitrators selected by the parties are unable or fail to agree upon a third arbitrator, then that arbitrator shall be selected and appointed in accordance with the Administered Rules.

E. The parties stipulate and agree that the Purchase Order has been negotiated and executed in Harris County, Texas and that performance under this Purchase Order by one or more Parties shall take place, at least in part, in Texas. It is the express intent of the parties that the arbitrator(s) shall apply the laws of the State of Texas to decide the Dispute.

F. During the pendency of any dispute between the parties and throughout the period of, and until ultimate determination of, any action, arbitration, or proceeding pursuant to this Article 21, the Parties shall continue to perform, except in the event of a valid termination, all their obligations under the Purchase Order, without prejudice to possible final adjustment in accordance with such ultimate determination.

22. ASSIGNMENT. Supplier shall not assign the Purchase Order in whole or in part without prior written consent of Buyer. Buyer may assign the Purchase Order in whole or in part by providing Supplier with written notice of such assignment. Any assignment by Supplier without the prior written consent of Buyer will be void and of no force and effect.

23. MATERIAL MANAGEMENT. Supplier shall be responsible for material management activities required for performance under the Purchase Order, including: materials receipt, warehousing, inventory management, logistics, preservation, storage, and handling of all materials. Supplier shall use an agreed material management system and shall submit to Buyer a material management procedure no later than forty-five (45) days from the effective date of the Purchase Order for Buyer's review and approval. Supplier shall perform and manage all required activities to ensure timely delivery of all materials in line with the schedule for performance. Following the above-referenced procedure, Supplier shall implement dedicated software and tools to code and track all materials for the work, including non-conforming materials, quarantined materials, surplus, scrap, overages, and shortages and any damage to materials up to completion and acceptance of the Goods and Services.

24. SOFTWARE; FIRMWARE. When the functionality of any Goods is reliant upon licensed software or firmware incorporated therein or associated therewith, Supplier shall ensure that Buyer is provided, together with the Goods, with perpetual, irrevocable, and royalty-free licenses for all such software and firmware. Each such license shall entitle Buyer to receive all updates and revisions (i) indefinitely, without charge, when Supplier or an affiliate of Supplier is the licensor; and (ii) when Supplier or an affiliate of Supplier is not the licensor, for at least two (2) years from delivery of the applicable Goods without charge, and thereafter at a reasonable charge that is no greater than applicable to other licensees.

25. ACCESS TO BUYER'S SYSTEMS OR NETWORKS.

A. In the event that Buyer and Supplier determine that certain members and personnel of Supplier and its Subcontractors need access to the Systems and Networks and intellectual property of Buyer for any purpose in connection with performance of the work, the provisions of this Article 25 shall apply. For purposes of this Article 25, "Network" means facilities and services that allow the transmission of data and information, including vendor-approved circuits, microwave and radio systems, satellite facilities, local area networks, wide area networks, servers, and fiber optic systems, and "System" means a collection of electro-mechanical devices that work together to store, retrieve, and manipulate data and information under control of a program. The term includes computers known as mainframe computers, host computers, control systems, mini-computers, distributed computer environments, personal computers, workstations, personal data assistants, and other similar devices (including smartphones and tablets).

B. Buyer will determine the portions of the System and/or Network to which each such member and personnel of Supplier or its Subcontractors ("Accessing Party") will have access and will designate such portions of the System and Network in writing. Supplier shall be responsible for preventing access to non-designated portions of such Systems or Networks, including third-party portions of such Systems and Networks, as well as preventing improper access to or use of the Systems or Networks. No Accessing Party is to: (i) access or attempt to access any portion of Buyer's Networks or Systems except as expressly permitted hereunder; or (ii) introduce harmful code or data to the Systems or Networks. Buyer reserves the right to deny at any time access by any individual to such System or Network. Supplier shall verify continued entitlement to System and/or Network access for all individuals at least every ninety (90) days.

C. Buyer reserves the right to change its policies and procedures for accessing its Systems and Networks at any time. Supplier shall permit, and shall cause each Accessing Party to expressly permit, Buyer to monitor and record use of the System and Network. Supplier shall ensure that each Accessing Party expressly acknowledges no expectation of privacy while accessing such System and Network.

D. Any information or data relating to Buyer's System or Network to which the Accessing Party may have access, including but not limited to third-party software, information, and data licensed to Buyer or its affiliates, and proprietary software of Buyer or its affiliates, is proprietary and confidential to Buyer and its affiliate and subject to all the requirements and restrictions contained in this Article 25. All information an Accessing Party obtains from or creates during the course of the use of Buyer's System or Network is and shall remain the property of Buyer. No Accessing Party shall copy any such information except as may be necessary to carry out the purpose for which access to Buyer's System and Network has been granted. No right, ownership, or license to any Buyer copyrights, patents, trade secrets, or other intellectual property rights are granted hereunder. In no event shall any Accessing Party copy, download, modify, reverse engineer, decompile,

disassemble, or create derivative works of any data or software programs contained in the Buyer's System or Network without the prior written consent of Buyer. Each Accessing Party shall comply with all on-line banners and confidentiality notices used in connection with the System or Network.

E. Supplier shall be liable for any damage resulting from the introduction of malicious code by any Accessing Party onto Buyer's System or Network, including but not limited to all expenses and costs incurred by Buyer to restore the affected Systems or Network to its state prior to malicious code (including the cost of repairs, travel expenses, replacement hardware and software).

F. BUYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SYSTEM AND NETWORK, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO BUYER'S SYSTEM AND NETWORK. Any loss or damage occurring to Supplier or an Accessing Party arising from use of Buyer's System or Network will be solely the responsibility of Supplier. Further, Buyer and its affiliates will not be liable to Supplier or any Accessing Party for (i) any loss or corruption of Accessing Party data stored in or transmitted through Buyer's System or Network; (ii) any incorrect results obtained by using Buyer's System or Network; (iii) any interruption of access to or use of Buyer's System or Network for whatever reason; (iv) access to any Accessing Party data by third parties; or (v) toll fraud in accessing, using, or egressing Buyer's System or Network.

G. The provisions of and indemnifications and allocations in this Article 25 shall apply whether access to Buyer's Systems and Networks is accomplished through Buyer-supplied devices, Supplier-supplied devices, devices provided by the Accessing Party or otherwise, and such provisions, indemnifications and allocations shall apply to any access to Buyer's Systems and Networks by Supplier or its personnel, whether or not the access to Buyer's Systems and Networks was approved or authorized by Buyer in accordance with this Article or otherwise and whether or not Buyer knew or should have known of such access.

26. CONFIDENTIALITY AND PUBLICITY.

A. At all times hereafter, termination of the Purchase Order notwithstanding, Supplier shall treat as confidential and shall not, without Buyer's prior written consent, divulge to any third party or, except to the extent necessary for performance hereunder, make any use of any business or technical information owned or supplied by Buyer or representatives of Buyer which is disclosed or made available to Supplier by or on behalf of Buyer or to which Supplier gains access during performance of the work, including: (i) specifications and other technical data provided by Buyer to Supplier in relation to the Purchase Order; and (ii) such information to which Supplier may be exposed as a result of entering a site owned or controlled by Buyer to deliver Goods or perform Services. Supplier shall inform each of its officers, employees, agents, and Subcontractors who receives any of the above-described information of the provisions of this Article, and, if they have not previously entered into a separate agreement with Supplier dealing with the confidentiality of such information, Supplier shall require them to agree in writing to be bound by the provisions of this Article in the same manner as Supplier is bound hereunder. Information which was legitimately in Supplier's possession prior to its disclosure by or on behalf of Buyer to Supplier, or which is or becomes part of the public knowledge or literature from a source other than Supplier, either directly or indirectly, is not subject to the provisions of this Article. Information which becomes available to Supplier legitimately from a source other than Buyer is released from the provision to the extent necessary to permit such use and disclosure as is authorized by such other source.

B. Supplier shall not take advantage of any information which it is obliged to treat as confidential hereunder for the purpose of buying, selling, or otherwise dealing in the shares or securities of Buyer or Buyer's affiliates or coventurers or for purposes of securing financial gain otherwise than by means of the remuneration set out in the Purchase Order.

C. Supplier shall not release or allow the release of any information to the press or any news disseminating agency or communications media, except as required by law, concerning the details or the terms of the Purchase Order, without in each instance securing the prior written consent of Buyer. Supplier must obtain the prior written approval of Buyer to the text of any publicity Supplier proposes to issue in connection with the Purchase Order. Supplier does not have an absolute right to issue any such publicity, and Buyer has an unrestricted right to object to the text of any such publicity and/or the issuance of the publicity at all.

27. MISCELLANEOUS.

A. Consequential Damages. Neither party shall be liable to the other for loss of anticipated profits or for any special, indirect, or consequential damages resulting from or arising out of or occurring in connection with the Purchase Order or

performance under the Purchase Order, however same may be caused, provided that the foregoing does not apply to any amounts payable as liquidated damages, as set forth in the Purchase Order, or to a party's obligation to indemnify, as provided in the Purchase Order.

B. Headings. All headings and numbering in the Purchase Order are for convenience of reference only and are not in any way to be used in interpretation of any provision in the Purchase Order. Any provisions in the Purchase Order that expressly apply to Supplier's Subcontractors are to be interpreted, unless otherwise expressly stated, to mean that they apply to Subcontractors of any tier.

C. Conflicts in Documents. If there is a conflict between these Terms and Conditions and any other document forming a part of the Purchase Order, first the terms and conditions set forth in the body of the Purchase Order and then this document is to control. However, notwithstanding anything to the contrary set forth herein, including Article 21 above, in the event that the Purchase Order is issued with a service or work order that references a Master Service Agreement, Master Purchase Agreement, or a similar master agreement (each a "Master") between Buyer and Supplier then, with respect to any conflict between terms of the Purchase Order and the referenced Master, the terms on the face of the Purchase Order and then the terms of that referenced Master is to control. Should any requirement or provision of the Purchase Order or its attachments conflict with any other requirement or provision, it is Supplier's responsibility to give Buyer prompt written notice of such conflict for Buyer's resolution.

D. Continuing Obligations. Notwithstanding anything to the contrary set forth in the Purchase Order, the delivery of Goods or completion of Services by Supplier or termination of the Purchase Order does not relieve the parties of any obligations that, by their nature, survive such completion or termination, including any Claims arising out of performance under the Purchase Order, warranties, indemnities, insurance requirements, audit rights, and obligations with respect to confidential information.

E. Waiver. No waiver by either party of any one or more defaults by the other party in the performance of the Purchase Order is to operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

F. Severability. It is intended that if any provision of the Purchase Order is determined to be unenforceable or void for any reason, such provision is to be adjusted, if possible, in order to achieve the intent of the parties. In any event, all other provisions of the Purchase Order are to be deemed valid, binding, and enforceable.

G. Notices. Unless otherwise specifically provided, all notices provided for in the Purchase Order are to be set out in writing and will be effective upon receipt. Such notices are to be given: (i) by hand delivery to an authorized representative of the Party to whom directed; or (ii) by United States mail, postage prepaid; or (iii) by courier service guaranteeing delivery within two days or less, charges prepaid; or (iv) by facsimile, to the address of the other Party set forth on the face of this Agreement. Any notice delivered after normal business hours at the receiving Party's place of business will not be deemed delivered until the receiving Party's following business day. Either Party may at any time change its address, facsimile number, or attention recipient upon written notice to the other Party.

H. Safety. Supplier shall take all necessary precautions to maintain the Goods and Services free from hazards likely to cause injury, illness, or death to persons or damage to property or the environment. Buyer reserves the right to suspend work under the Purchase Order if, in Buyer's opinion, it is not safe for the work under the Purchase Order to continue. Supplier shall immediately report any safety or environmental incident to Buyer.

I. Changes. Buyer reserves the right, at any time, to make changes in quantity, drawings and specifications, methods of shipment and packaging, schedules, and the place of shipment as to the Goods and Services covered by the Purchase Order. In such event, an equitable adjustment in price and time of performance mutually satisfactory to Buyer and to Supplier shall be negotiated. Supplier shall not suspend performance while Buyer and Supplier are in the process of making such changes and any related adjustments and, if released in writing by Buyer, Supplier shall comply with and perform such change in accordance with the terms in the Purchase Order during such time. No substitutions are to be made in the Purchase Order without the prior written authorization of Buyer. Additional remuneration will be payable to Supplier only if agreed to in writing by Buyer, and no agreement or understanding modifying the terms or conditions of the Purchase Order shall be binding upon Buyer unless made and agreed to in writing by a duly authorized representative of Buyer.

J. Entire Agreement. Supplier and Buyer affirm that this Purchase Order sets forth their entire agreement and there are no promises or understandings other than those stated herein. Any document prepared by Supplier containing any contrary or additional terms will be void and not modify or add to the terms of the Purchase Order in any way, nor will execution of any such document create a new contract. No subsequent alteration, amendment, change, modification, or addition to the Purchase Order will be binding upon the Parties unless reduced to writing and signed by authorized representatives of both Parties.

28. ONSITE SERVICE TERMS AND CONDITIONS. In addition to the terms and conditions set forth in the body of the Purchase Order and these Terms and Conditions, the provisions of Exhibit A attached hereto and incorporated into the Purchase Order are to apply whenever Supplier or its Subcontractors or agents or any of their respective employees are on a site owned or controlled by Buyer or any of Buyer's contractors to perform Services associated with the Goods, including: consultation, training, inspection, start-up, warranty, testing, and technical services.

EXHIBIT A TO PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND RELATED SERVICES

ONSITE SERVICE TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR. Supplier shall perform all work under the Purchase Order as an independent contractor. None of Supplier or its employees, agents, or Subcontractors are to be deemed for any purpose (i) to be an agent or employee of Buyer; or (ii) to have any authority to represent Buyer or to incur any obligation or debt on behalf of Buyer. Supplier shall be fully responsible for and has exclusive direction and control of its employees, agents, and Subcontractors and, except in regard to Buyer's right to assure itself with respect to the results to be obtained, Supplier shall control the manner and method of carrying out the work. Any contract workers furnished to Supplier by a staff leasing agency or company are deemed to be employees, and not Subcontractors, of Supplier for all purposes hereunder. **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS AND THEIR RESPECTIVE BENEFIT PLANS AND FIDUCIARIES FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, SUITS, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, JUDGMENTS, AWARDS, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY "CLAIMS") BY OR ON BEHALF OF EMPLOYEES OF SUPPLIER OR ITS SUBCONTRACTORS REGARDING OR RELATED TO THE BENEFIT PROGRAMS OF BUYER OR BUYER'S AFFILIATES OR COVENTURERS, INCLUDING CLAIMS INVOLVING PENSIONS, MEDICAL, UNEMPLOYMENT, AND OTHER BENEFITS, AND/OR THE EMPLOYMENT OF SUCH EMPLOYEES, INCLUDING CLAIMS UNDER FEDERAL AND STATE ANTI-DISCRIMINATION LAWS AND CLAIMS OF RETALIATION, BREACH OF EXPRESS OR IMPLIED CONTRACTS FOR CONTINUED EMPLOYMENT, NEGLIGENT HIRING, SUPERVISION, OR RETENTION, AND OF JOINT EMPLOYMENT BY BUYER OR BUYER OR BUYER'S AFFILIATES OR COVENTURER.**

2. LICENSES AND PERMITS. Prior to beginning performance, Supplier shall, at its sole expense, obtain and thereafter maintain all licenses, permits, certificates, and other forms of documentation required of Supplier to perform the work. At Buyer's request, Supplier shall furnish copies of such documentation.

3. SUBCONTRACTING: Supplier shall not subcontract any portion of the Services without the written consent of Buyer.

4. INSURANCE.

A. Supplier shall maintain insurance of the types and with limits of liability not less than those set out below at its expense from sound and reputable insurers (generally those with an A.M. Best rating of A- or better) covering items, risks and operations required to fulfill the Purchase Order, including: (i) insurance that Supplier is obliged by law to carry that covers all of Supplier's employees performing work, including coverage under maritime law (if applicable); (ii) Employer's Liability Insurance, including coverage for marine operations (if applicable), with a limit of not less than US \$1,000,000 any one occurrence or the statutory requirement, whichever is greater; (iii) Commercial General Liability Insurance, including contractual liability coverage, with a limit of not less than US \$5,000,000 any one occurrence (such insurance to include sudden and accidental pollution liability coverage); (iv) Automobile Liability Insurance with a combined bodily injury and property damage limit not less than US \$1,000,000 any one occurrence or statutory requirement, whichever amount is greater, for all owned and leased vehicles; and (v) such other insurance in the types and amounts required by applicable law and sufficient to cover the risks retained or assumed by Supplier that are associated with performance of the work.

B. All insurance required above shall be primary to any insurance coverage available to Buyer and each of its affiliates and coventurers. The policies above are to be endorsed to show Buyer and each of its affiliates and coventurers as additional insureds (coverage inclusive of defense costs) to the extent of the liabilities assumed by Supplier (including those with respect to its Subcontractors), irrespective of minimum limits and amounts stated for insurance required of Supplier above. The above stated minimum requirements are not intended to indicate the amounts and types of insurance that Supplier needs or may ultimately need.

C. None of the insurance required by this Exhibit A Article 4 shall be materially changed or cancelled without at least thirty (30) days' prior written notice to Buyer. In the event of an accident or loss potentially resulting in an insurance claim, Supplier shall make, at Buyer's request, the policy information requested by Buyer available. This obligation shall survive the termination of the Purchase Order.

D. Louisiana Insurance Requirement: The provisions of this sub-article D shall apply in all cases where Supplier's employees (defined to include Supplier's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Law (La. R.S. 23:1021 et seq.) as to work under the Purchase Order.

In all cases where Supplier's employees (as defined above) are covered by the Louisiana Workers' Compensation Law, La. R.S. 23:1021 et seq., Buyer and Supplier agree that the work and operations performed by Supplier and its employees pursuant to the Purchase Order are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products and services, and that Supplier's work and services are to be considered part of Buyer's trade, business, and

occupation for purposes of La. R.S. 23:1061(A)(1). Furthermore, Buyer and Supplier agree that Buyer is the principal or statutory employer of Supplier's employees for purposes of La. R.S. 23:1061(A) only. Irrespective of Buyer's status either as the principal or statutory employer or as the special employer (as defined in La. R.S. 23:1031[C]) of Supplier's employees, and regardless of any other relationship or alleged relationship between Buyer and Supplier's employees, Supplier is and remains at all times primarily responsible for the payment of Louisiana workers' compensation benefits to such employees, and is not entitled to seek contribution for any such payments from Buyer. This sub-article D is limited to and applies only in and to the extent of instances involving coverage of the Louisiana Workers' Compensation Law.

Notwithstanding any other provision of the Purchase Order, Supplier shall, in addition to and without limitation of other insurance requirements, under all circumstances cause insurance described above in this Exhibit A Article 4 to be endorsed to designate, protect, and insure Buyer in any employment or alleged employment capacity, including, but not limited to, as an alternate employer, as a principal and statutory employer, as a borrowing or "special" employer, and as a maritime employer, against all Claims whatsoever, whether for workers' compensation benefits, maintenance and cure, wages, death benefits, disability, or otherwise, related to employment or use of Supplier's employees or any other workers furnished by Supplier to perform work under the Purchase Order. Supplier shall cause its insurers and their underwriters to unconditionally waive any rights of subrogation against Buyer.

For work to be performed in or offshore of Louisiana, Buyer may require Supplier to include in its invoice a line item for Supplier's insurance premiums allocable to the work (together with all premiums in obtaining additional insured coverage, waivers of subrogation, and primary endorsements) or to arrange for Buyer to pay such premiums directly to Supplier's insurers. If Buyer does require this line item or does pay the insurers directly, then Supplier shall produce evidence which is reasonably satisfactory to Buyer that such insurance has been procured. Both parties agree that Buyer is paying for all material parts of the insurance protection for Buyer. If requested, Supplier shall assist Buyer in providing documentation proving that such insurance premiums have been paid by Buyer.

Nothing in this sub-article D is to be deemed to extend to Buyer a right of control or direction over Supplier's employees or to affect or modify either Supplier's status as an independent contractor or Supplier's obligations under Article 1 of these Terms and Conditions or under any other provision of the Purchase Order.

E. Texas Oilfield Anti-Indemnity Statute: If the Texas Oilfield Anti-Indemnity Statute, V.T.C.A., Civil Practice & Remedies Code 127.000 et seq., and its amendments (the "Statute") applies to the work under the Purchase Order, the mutual indemnification contained in Exhibit A Article 6 is to be supported by the liability insurance or qualified self-insurance which each party, as indemnitor, agrees has been obtained for the benefit of the indemnitee(s). Supplier shall provide said liability insurance or qualified self-insurance coverage (under which the insurer has no right of subrogation against the indemnitee(s)) in the minimum amount of Ten Million United States dollars (US\$ 10,000,000) to support its indemnity obligations under Exhibit A Article 6, and Buyer will provide such insurance or self-insurance in an equal amount to support Buyer's indemnity obligations under Exhibit A Article 6; provided, however, the amount of insurance required of either Supplier or Buyer for any unilateral indemnity obligation as defined in the Statute is to be and will not exceed Five Hundred Thousand United States dollars (US\$ 500,000) or any greater amount permitted by the Statute. Notwithstanding anything herein, if it is judicially determined that the amount of insurance (or self- insurance) coverage exceeds the maximum permitted for support of any particular indemnity obligation, then the parties agree that such insurance (or self-insurance) requirement shall be automatically amended to conform to the maximum monetary limit permitted for such obligation. The parties agree that this coverage satisfies the legal requirements of the Statute (if applicable to the work) so as to make the mutual indemnification hereunder fully enforceable in the State of Texas. The indemnity liabilities of the parties are not to be restricted to the amount of insurance (or self-insurance) coverage agreed to herein unless applicable law imposes such a mandatory restriction.

F. New Mexico Anti-Indemnity Act: To the extent, and only to the extent, that New Mexico laws should be determined to apply to the work under the Purchase Order (which is not the parties' intent) by a court of competent jurisdiction, and to the further extent any of the indemnities set forth in Exhibit A Article 6 would be void or voidable under Chapter 56, Article 7, Section 2 of the New Mexico Code (as amended from time to time) and any successor statutes or laws thereto, (the "New Mexico Anti-Indemnity Act"), with respect to any work performed in the State of New Mexico, then solely for purposes of such work, the indemnity provisions in Exhibit A Article 6 shall be automatically reformed and amended to provide for the maximum indemnity otherwise allowable and enforceable under the New Mexico Anti-Indemnity Act or other applicable law..

5. SAFETY AND HEALTH REGULATIONS.

A. Supplier shall comply, and shall ensure that its employees, representatives and agents, and its suppliers and subcontractors of any tier (herein "Subcontractors") and their respective employees, representatives and agents are to comply, with all applicable safety and health laws, regulations, and ordinances and with the safety, health, and regulations

of Buyer pertaining to the premises where the Services are to be performed. Supplier shall ensure that all of its employees and the employees of Subcontractors, representatives and agents have a safe place of work on said premises.

B. Supplier shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use.

C. Supplier agrees and shall cause its agents and employees and the agents and employees of its Subcontractors to agree to abide by and consents to Buyer's conditions and procedures regarding alcohol, drugs, and other prohibited items as stated in Buyer's policy titled "Company Prohibition on Certain Substances, Items and Activities" (a copy of which is available upon request). **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE STRICT ENFORCEMENT OF SUCH POLICY WITH RESPECT TO THE AGENTS AND EMPLOYEES OF SUPPLIER AND IT SUBCONTRACTORS.** Upon request of Buyer, and at no cost or expense to Buyer, Supplier shall promptly remove from said premises any person under the control of Supplier who violates any of the aforesaid safety, health or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to Buyer.

6. INDEMNITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND POLLUTION.

A. **BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS SUPPLIER AND SUPPLIER'S SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF (I) LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF BUYER, OF BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS, AND OF THEIR RESPECTIVE EMPLOYEES AND PERSONNEL; AND (II) INJURY TO OR DEATH OF EMPLOYEES OR PERSONNEL OF BUYER OR OF BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED.**

B. **NOTWITHSTANDING THE FOREGOING AND PASSAGE OF TITLE TO BUYER, SUPPLIER SHALL INDEMNIFY BUYER FROM AND AGAINST CLAIMS ARISING OUT OF OR RELATED TO PHYSICAL DAMAGE TO OR LOSS OF GOODS UNTIL DELIVERY AND ACCEPTANCE OF THE GOODS IN ACCORDANCE WITH THE APPLICABLE PURCHASE ORDER PROVIDED, HOWEVER, THAT SUPPLIER'S MAXIMUM LIABILITY FOR SUCH DAMAGE SHALL NOT EXCEED ONE MILLION UNITED STATES DOLLARS (US \$1,000,000) PER OCCURRENCE.**

C. **SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER AND BUYER'S COVENTURERS AND OTHER CONTRACTORS AND THEIR SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF (I) LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF SUPPLIER, OF SUPPLIER'S SUBCONTRACTORS, AND OF THEIR RESPECTIVE EMPLOYEES AND PERSONNEL; AND (II) INJURY TO OR DEATH OF EMPLOYEES OR PERSONNEL OF SUPPLIER OR OF SUPPLIER'S SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED.**

D. **SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER, BUYER'S COVENTURERS, AND BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF POLLUTION OR CONTAMINATION THAT EMANATES OR ESCAPES FROM PROPERTY OF SUPPLIER OR ITS AFFILIATES OR SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED**

E. For the purposes of the indemnifications provided above, the indemnified party is defined to include Buyer or Supplier (as applicable) and their respective parents, subsidiaries, affiliates, coventurers, and coventurers, together with all of its directors, officers, authorized representatives of both Parties.