

Revision date: 07/01/2025

Unless otherwise provided in the Purchase Order to which these terms are appended ("Purchase Order"), the terms and conditions set out hereinbelow apply to (i) the rental by Supplier to Buyer of the downhole or non-downhole equipment set out in the Purchase Order to which these terms are appended; and (ii) the performance of delivery, set-up/installation, maintenance, warranty, repair, re-delivery, and similar services related to such downhole or non-downhole equipment. These terms and conditions are incorporated into and form a part of such Purchase Order.

As used herein, "Rental Equipment" means the particular items of equipment described in the Purchase Order that Supplier is to provide to Buyer, on a rental basis, for use by Buyer and Buyer's other contractors for their own purposes. The term does not apply to equipment that is provided and used by Supplier personnel for the performance of work for Buyer, even if time-based rates may apply to charges for such equipment as part of such work.

As used herein "Services" means the performance of delivery, set-up/installation, maintenance, warranty, repair, re-delivery, and similar services related to the Rental Equipment, as described in the Purchase Order.

As used herein, "Site" means any location owned (solely or jointly), operated, managed, controlled, or made available by Buyer where Buyer directs Rental Equipment to be delivered, positioned, or used.

## **1. SUPPLY OF RENTAL EQUIPMENT**

A. Supplier shall be responsible for obtaining and maintaining permits, licenses, certifications, and any other authorizations required by any governmental authority in respect of the existence and customary operation of the Rental Equipment. Buyer is responsible for obtaining and maintaining permits, licenses, certifications, and other authorizations required by governmental authority for the presence and operation of the Rental Equipment at Sites.

B. Before delivery of the Rental Equipment, Supplier shall diligently inspect and test it for compliance with the Purchase Order requirements and conformance to all applicable specifications. Buyer representatives are entitled to witness such testing at their discretion. No Rental Equipment shall be dispatched without such inspection or testing. Supplier shall supply Buyer with copies of Supplier's inspection and test certificates, certified by Supplier to be true copies. Unless otherwise specified in the Purchase Order, all inspections and testing shall be at Supplier's sole cost and risk. Should the Purchase Order stipulate specific payments for particular inspections or tests, Supplier will not be paid for any such inspection or test if the Rental Equipment has failed to achieve or maintain the required standard.

C. Supplier shall ensure that all Rental Equipment is provided with the manufacturer's original safety features and devices fully functional and not modified in any way. Supplier shall deliver Rental Equipment with all appropriate and necessary insignia, warning labels, identification markings, and maintenance and operating instructions.

D. Except for those items which are expressly designated in the Purchase Order to be supplied by Buyer, Supplier shall supply and be responsible for all Services, supplies, and accessories in connection with the Rental Equipment. Notwithstanding the foregoing, unless otherwise set forth in the Purchase Order, Buyer will provide materials and labor necessary for tie-ins between Buyer's facilities and the Rental Equipment. If requested by Buyer, Supplier shall provide, at no cost to Buyer, guidance and assistance in accomplishing the tie-ins and initial start-up of Rental Equipment and its subsequent operation.

E. Rental Equipment remains the personal property of Supplier, and title thereto remains exclusively in Supplier's name. Buyer will not change or remove any ownership insignia or lettering placed on Rental Equipment. Buyer will keep Rental Equipment free and clear from any liens and claims attributable to Buyer's activities during the rental term set forth in the Purchase Order (as such rental period may be shortened pursuant to Article 1(I) or extended pursuant to Article 1(J) below).

F. Care, custody, and control of Rental Equipment will pass to Buyer upon the earliest of: (i) delivery of the Rental Equipment by Supplier to a carrier selected by Buyer, in Buyer's sole discretion for transport to the Site; or (ii) delivery of the Rental Equipment by Supplier to the Site specified by Buyer.

G. After care, custody, and control of Rental Equipment has passed to Buyer as provided in Article 1(F) above, care, custody, and control of such Rental Equipment will return to Supplier upon the earliest of: (i) redelivery of the Rental Equipment by Buyer at Site to Supplier for transport by Supplier; (ii) redelivery of the Rental Equipment by Buyer to a carrier selected by Supplier; or (iii) redelivery of the Rental Equipment by Buyer to the location specified by Supplier in the Purchase Order.

H. Buyer will use Rental Equipment within its care, custody, and control in a careful and prudent manner in accordance with applicable industry standards and practices.

I. Upon written notice to Supplier, Buyer may terminate the rental of the Rental Equipment or a portion thereof before the end of the rental period identified in the Purchase Order. In such event, the rental rate for the Rental Equipment will apply up to and including the date of Buyer's last usage of the Rental Equipment in accordance with such notice.

J. Buyer will be entitled to continue to use Rental Equipment after the end of the rental period provided in the Purchase Order for the same rental rate, provided (i) Buyer has given notice in writing to Supplier that it wishes to do so; and (ii) Supplier does not have a pre-existing commitment to provide the Rental Equipment to another client that conflicts with such intended continued use. Throughout Buyer's use of the Rental Equipment, Supplier shall keep Buyer informed regarding any prospective commitment of the Rental Equipment to others following Buyer's usage thereof and shall give Buyer a right of first refusal to continue Buyer's usage in lieu of making any such commitment with others.

## **2. PERFORMANCE OF SERVICES**

Supplier shall, in a good and workmanlike manner and to the satisfaction of Buyer, furnish all supervision, labor, equipment, materials, tools, supplies, and incidentals, including all safety and health equipment and materials, used in or required for performance of the Services described in the Purchase Order. Before starting such Services, Supplier shall make a thorough inspection of the worksite to determine the difficulties and hazards incidental to the performance of such Services. Supplier shall provide continuous adequate protection of the Services, Buyer property, and adjacent property, and shall take all necessary precautions for the safety of all persons at the Site. Supplier shall be responsible for the professional quality, timeliness, safety, coordination, and completeness of the Services, and shall ensure the Site is kept free of waste and is left clean and orderly and that all tools, equipment, and materials associated with the Services are placed and maintained as to permit unobstructed access to the area. All materials furnished by Buyer for the Services shall be new and of the quality and type specified, and no substitution may be made without specific prior written approval of Buyer.

### **3. INSPECTION; RECORDS**

Buyer may inspect the Rental Equipment and Services to determine that all Services are properly performed and that Rental Equipment is in good working order, and Supplier shall, upon request, furnish copies of any license, permit, bond, report, certificate, or other document maintained, compiled, or required by Supplier or any governmental authority for or in connection with the performance of Services or provision of Rental Equipment hereunder. Any inspection or lack of inspection by Buyer shall not in any manner relieve Supplier of any of its obligations under the Purchase Order. Supplier shall maintain a true and correct set of records pertaining to all Services performed hereunder and all Rental Equipment provided hereunder, and Buyer shall have the right to inspect or audit such records at any reasonable time during the term of the Purchase Order and for a period of four years from and after the completion of the Services and the return of the Rental Equipment to Supplier. Supplier shall cooperate with Buyer during any such inspections or audits, and Buyer shall have the right to obtain statements from Supplier's personnel in the course of such inspections or audits.

### **4. COMPENSATION**

A. Supplier shall be compensated as set forth in the Purchase Order for the supply of the Rental Equipment and performance of the Services. Said compensation shall constitute payment in full for all supply and performance hereunder, for all compensable loss or damage arising out of performance of the Services and provision of Rental Equipment hereunder, and for all risks of every description connected with the Purchase Order or performance thereunder, except as may be otherwise expressly provided In the Purchase Order.

B. Unless otherwise expressly stipulated otherwise in the Purchase Order, rental charges for Rental Equipment (i) will apply from the date Rental Equipment is ready in all respects for initial operation (including completion of any Services necessary) at the Site to which it is first delivered until the date notified by Buyer to Supplier on which usage of the Rental Equipment will cease prior to its demobilization, both inclusive; and (ii) will be subject to appropriate reduction within any prolonged rental period, when cumulative rental charges equate to significant proportion of the original capital cost of the Rental Equipment.

C. Rental charges for the Rental Equipment will not be payable for such time period as the Rental Equipment is not able to be operated normally owing to any condition, defect, repair, or replacement of the Rental Equipment that is Supplier's responsibility under the Purchase Order.

### **5. INVOICING; PAYMENT**

A. Invoices shall be prepared in the form and manner requested by Buyer and shall be submitted monthly unless Buyer directs otherwise in writing. All invoiced amounts shall be itemized in the detail required by Buyer and shall be certified by Supplier as constituting allowable charges hereunder. Invoices for items to be reimbursed based on Supplier's actual costs shall be accompanied by copies of original invoices verifying payment of such costs. When reimbursement of Supplier's costs requires prior approval and/or subsequent verification by Buyer, evidence of such approval and/or verification shall be submitted by Supplier with its invoice.

B. Conditioned upon satisfactory completion of Services or satisfactory performance of Rental Equipment, Buyer will pay all amounts due within thirty (30) days after receipt of Supplier's correct invoice together with all required supporting documentation.

C. Notwithstanding the foregoing, if Buyer disputes any amounts invoiced, Buyer will notify Supplier, and Supplier shall issue a new invoice for the undisputed portion or a credit note for the undisputed portion, with the aforementioned 30-day payment period to run from receipt thereof. Buyer and Supplier shall endeavor to settle and adjust such disputed amount forthwith. Additionally, Buyer may set off against payments due Supplier any amount due and owing Buyer by Supplier for any reason. Any payment made by Buyer shall not prevent Buyer from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, including, without limitation, any sums paid Supplier due to mistake of law or of fact. Notwithstanding anything to the contrary herein, payment to Supplier shall not be construed as acceptance or evidence of approval of the Services or of satisfactory performance of Rental Equipment.

### **6. TAXES**

A. **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS BUYER AND ITS AFFILIATES 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") MADE DIRECTLY OR INDIRECTLY AGAINST BUYER OR ITS AFFILIATES, OR AGAINST SUPPLIER, BY ANY TAXING AUTHORITIES CLAIMING JURISDICTION OVER THE PURCHASE ORDER, THE RENTAL EQUIPMENT OR THE SERVICES, IN RESPECT OF:** (i) all income, excess profit, or other taxes, charges, and imposts assessed or levied on account of earnings of Supplier; (ii) all taxes assessed or levied against or on account of salaries or other remuneration or benefits paid by Supplier to its officers, directors, and personnel; (iii) all taxes, duties, and imposts assessed or levied against or on account of any property of Supplier or its respective officers,

directors, or personnel; (iv) all applicable sales, use, value added, or other similar taxes assessed or levied against or on account of the remuneration received by Supplier under the Purchase Order; and (v) any fines, penalties, or interest in relation to any of the foregoing.

B. Supplier shall make all reports and take all necessary action required with respect to such obligations. Buyer is entitled, in the event it is required by applicable laws, to withhold and pay to the proper tax authorities any taxes, imposts, or duties levied or assessed on account of Rental Equipment or Services performed hereunder. It is the intent of this Article that all such taxes, imposts, or duties which accrue as a result of performance by Supplier pursuant to the Purchase Order are exclusively the legal responsibility of Supplier. All such applicable taxes, imposts, and duties are to be paid by Supplier to the proper taxing authority in the manner prescribed by applicable laws.

C. Sales, use, value added, or other similar taxes, referred to in Article 6 A (iv), if any, which accrue as a result of performance or supply by Supplier pursuant to the Purchase Order may be passed through to Buyer by Supplier. Supplier is responsible, however, to make timely remittance of such taxes to the proper taxing authority, **AND SUPPLIER SHALL (i) DEFEND, INDEMNIFY AND HOLD BUYER AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, INTEREST, COSTS (INCLUDING ATTORNEY FEES), OR OTHER ASSESSMENTS RESULTING FROM SUPPLIER'S FAILURE TO TIMELY FILE OR MAKE TIMELY REMITTANCE OF SUCH TAXES AS SET FORTH ABOVE; and (ii) promptly reimburse Buyer and its affiliates for any and all such amounts they are required to pay as a result thereof.** Supplier's invoices shall show the total amount of applicable sales, use, value added, and other similar taxes paid by Supplier, and Buyer shall pay such amounts to Supplier in addition to the remuneration payable for performance or supply under the Purchase Order.

## **7. SAFETY**

A. Supplier shall comply, and shall ensure that its employees, representatives and agents, and its suppliers and subcontractors and their respective employees, representatives and agents comply, with all applicable safety and health laws, regulations, and ordinances and with the safety, health, and environmental requirements of Buyer pertaining to the applicable Site.

B. Supplier shall ensure that all of its employees and the employees of subcontractors, representatives and agents have a safe place of work at said Site.

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 DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER 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 OR ITS SUBCONTRACTORS.**

D. 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.

## **8. INDEPENDENT CONTRACTOR**

Supplier shall perform all work under the Purchase Order as an independent contractor. None of Supplier or its employees, agents or subcontractors shall be deemed for any purpose to be the agent or employee of Buyer, have any authority to represent Buyer, or have any authority to incur any obligation or debt on behalf of Buyer. Supplier shall be fully responsible for and shall have exclusive direction and control of its employees, agents and subcontractors and, except in regard to Buyer's right to assure itself with respect to results to be obtained, Supplier shall control the manner and method of carrying out its operations and work.

## **9. INDEMNITY; CONSEQUENTIAL LOSS**

**A EXCEPT AS PROVIDED IN ARTICLE 9 B BELOW, SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER AND BUYER'S OTHER CONTRACTORS AND SUBCONTRACTORS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES (THE "BUYER PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR LIABILITIES ARISING OUT OF OR RELATED TO (i) LOSS OF OR DAMAGE TO THE PROPERTY AND EQUIPMENT OF ANY OF SUPPLIER, SUPPLIER'S SUBCONTRACTORS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES ("SUPPLIER PARTIES"); AND (ii) INJURY TO OR DEATH OF ANY SUPPLIER PARTIES.**

B. Notwithstanding Article 9 A above, if Rental Equipment is lost, destroyed, or in Supplier's opinion, acting reasonably, determined to be damaged beyond economic repair while such Rental Equipment is in the care, custody and control of Buyer, the rental period (or the relevant part thereof) related to such Rental Equipment will terminate at the time the

equipment is damaged. To the extent such loss, destruction, or damage to the Rental Equipment is caused by the sole, joint or concurrent negligence or other legal fault of any of the Buyer Parties, Buyer will reimburse Supplier, in addition to payment of the rental charges up to and including the date of termination, for (x) the original purchase cost of such Rental Equipment reduced by the percentage of such cost set out in the adjustment table below; and (y) reasonable costs for removal, as documented by Supplier, of the damaged Rental Equipment, if Buyer requires the Rental Equipment to be collected and removed by Supplier and replaced by other equipment. The total of (x) and (y) is to be reduced by any insurance which Supplier is entitled to collect under its policies.

<b>ADJUSTMENT TABLE</b>	
<b>Age of Rental Equipment at Date of Loss</b>	<b>Reduction Percentage</b>
<b>Up to 1 Year</b>	<b>10%</b>
<b>More than 1 and up to 2 Years</b>	<b>20%</b>
<b>More than 2 and up to 3 Years</b>	<b>30%</b>
<b>More than 3 and up to 4 Years</b>	<b>40%</b>
<b>More than 4 Years (including when Supplier cannot adequately demonstrate the age of lost Rental Equipment)</b>	<b>50%</b>

Any Claim by Supplier is to be supported by documentary evidence of original purchase cost and first usage of the relevant Rental Equipment. If the age of such Rental Equipment cannot be adequately documented by Supplier to Buyer's reasonable satisfaction, it will be presumed to be more than four (4) years old. Buyer retains the right to replace the relevant Rental Equipment with "like" equipment rather than paying Supplier the adjusted cost as set out in this Article 9 B. "Like" equipment is defined as equipment similar in quality and appearance to the relevant Rental Equipment and that meets applicable specifications. If the damage evaluation of the Rental Equipment concludes that the Rental Equipment can be repaired, no rental charges will apply while the damaged equipment is being evaluated and repaired.

**C. EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS ARTICLE 9 C, BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS THE SUPPLIER PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS AND LIABILITIES ARISING OUT OF OR RELATED TO (A) LOSS OF OR DAMAGE TO THE PROPERTY AND EQUIPMENT OF ANY OF THE BUYER PARTIES; AND (B) INJURY TO OR DEATH OF ANY OF THE BUYER PARTIES. NOTWITHSTANDING THE FOREGOING, SUPPLIER SHALL BE LIABLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES FROM AND AGAINST ANY LOSS OF OR DAMAGE TO PROPERTY OF BUYER OR BUYER'S AFFILIATES OCCURRING IN CONNECTION WITH PERFORMANCE OR SUPPLY UNDER THE PURCHASE ORDER TO THE EXTENT THAT SUCH LOSS OR DAMAGE RESULTS FROM OR ARISES OUT OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR OTHER LEGAL FAULT OF ANY OF THE SUPPLIER PARTIES, PROVIDED THAT SUPPLIER'S LIABILITY FOR SUCH LOSS OR DAMAGE TO BUYER'S OR ITS AFFILIATES' PROPERTY SHALL NOT EXCEED ONE MILLION US DOLLARS (US \$1,000,000) PER OCCURRENCE.**

**D. Loss of or Damage to Well. BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD EACH OF THE SUPPLIER PARTIES HARMLESS FROM AND AGAINST CLAIMS FOR LOSS OF OR DAMAGE TO A BUYER WELL ON WHICH THE SUPPLIER PARTIES ARE PERFORMING SERVICES OR UPON WHICH DOWNHOLE RENTAL EQUIPMENT IS USED.**

**E. Well Control. If a well on which downhole Rental Equipment is being used should blow out or crater, or should control thereof be lost, Buyer will remunerate Supplier for Supplier's participation in killing the well or otherwise bringing the well under control.**

**F. Reservoir Damage. BUYER SHALL DEFEND, INDEMNIFY, AND HOLD EACH OF THE SUPPLIER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGE TO ANY GEOLOGICAL FORMATION OR STRATUM OR RESERVOIR (OF OIL, GAS, WATER, OR OTHER SUBSTANCE) IN RELATION TO WHICH THE DOWNHOLE RENTAL EQUIPMENT IS USED AND FOR LOSS OF PRODUCTION THEREFROM.**

**G. EXCEPT AS EXPRESSLY SET FORTH THEREIN, THE INDEMNIFICATIONS AND RELEASES GRANTED ABOVE IN THIS ARTICLE 9 SHALL APPLY EVEN IF THE INJURY, DEATH, DAMAGE, LOSS, OR LIABILITY COVERED THEREBY IS CAUSED BY OR RESULTS FROM CONDITION OF ANY PREMISES OR TRANSPORT TO OR FROM SUCH PREMISES, STRICT LIABILITY, UNSEAWORTHINESS, OR THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF ANY BUYER PARTY OR SUPPLIER PARTY, AND WHETHER THE CLAIM, SUIT OR LIABILITY THEREFOR IS BASED UPON COMMON LAW, CIVIL LAW, MARITIME LAW, STATUTE, OR CONTRACTUAL OBLIGATION BETWEEN THE BUYER PARTY OR SUPPLIER PARTY AND A THIRD PARTY.**

**H. NEITHER BUYER NOR SUPPLIER SHALL BE LIABLE TO THE OTHER FOR LOSS OF ANTICIPATED PROFITS OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE PURCHASE ORDER OR PERFORMANCE OR SUPPLY UNDER THE PURCHASE ORDER, HOWEVER SAME MAY BE CAUSED, PROVIDED**

THAT THE FOREGOING SHALL NOT APPLY TO ANY AMOUNTS PAYABLE AS LIQUIDATED DAMAGES (IF ANY), AS SET FORTH IN THE PURCHASE ORDER, OR TO A PARTY'S OBLIGATION TO INDEMNIFY, DEFEND OR HOLD THE OTHER PARTY HARMLESS, AS PROVIDED IN THE PURCHASE ORDER.

## 10. 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 whose with an A.M. Best rating of A- or better) covering items, risks and operations required to fulfill the Purchase Order: (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 by Supplier that are associated with its 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 Article 10 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 any expiration or 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.

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 Article 10 to be endorsed to designate, protect, and insure Buyer in an 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.

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.

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 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 Article 9 shall 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 Article 9, and Buyer will provide such insurance or self-insurance in an equal amount to support Buyer's indemnity obligations under Article 9; provided, however, the amount of insurance required of either Supplier or Buyer for any unilateral indemnity obligation, as defined in the Statute, shall be and shall 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 is 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 under Texas law. 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 Article 9 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 Article 9 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.

## **11. COMPLIANCE WITH APPLICABLE LAW AND BUYER POLICIES**

In connection with performance under the Purchase Order:

A. Supplier shall (a) comply with all applicable laws and with all applicable Buyer rules and policies, including those with respect to (i) health, safety, and environmental protection; (ii) business ethics; (iii) export and re-export controls; (iv) anti-bribery; and (v) human trafficking and modern slavery; and (b) do nothing that would cause Buyer to be in breach of applicable laws; and shall ensure that its officers, directors, and personnel do likewise. Copies of applicable Buyer rules and policies will be provided to Supplier upon request.

B. Supplier shall not, directly or indirectly: (i) make payments or rebates of any nature to officers, directors, or personnel of Buyer or its affiliates; nor (ii) favor officers, directors, or personnel of Buyer or its affiliates, or designees of such officers, directors, or personnel 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 officers or personnel of Buyer or its affiliates otherwise than as such officers or personnel are properly and duly acting in their capacity as representatives of Buyer or its affiliates.

C. Supplier shall comply (and shall ensure that its officers, directors, and personnel comply) with all applicable laws relating to control of exports and re-exports, and to sanctions, including the Export Administration Regulations (EAR) 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 (OFAC), and the International Traffic in Arms Regulation (ITAR) maintained by the U.S. Department of State.

D. Supplier shall not (and shall ensure that its 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; nor (ii) any political party; nor (iii) any candidate for political office; nor (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-corruption legislation applicable to either Buyer or Supplier). Notwithstanding that the FCPA and certain other applicable anti-bribery or anti-corruption legislation may permit, in limited circumstances, payments called "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 make (and shall ensure that its officers, directors, and personnel do not make) any "facilitating payments" in connection the Purchase Order or performance thereunder. If Buyer reasonably believes that Supplier or any of its personnel or representatives has engaged or will engage in improper conduct in breach of this Article 11(D), suspend any further performance by Supplier, withhold further payments to Supplier, and terminate the Purchase Order for cause with immediate effect.

E. Supplier shall be guided (and shall ensure that its officers, directors, and personnel are guided) by the principles and 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 Buyer's internet website at:

<http://static.conocophillips.com/files/resources/codeofethics.htm#1>.

Supplier shall immediately report to Buyer any known or suspected actions that are inconsistent with the principles and standards set forth in the Code. Any lack of compliance with or violation of the principles and standards of the Code, or a violation of Supplier's own commensurate code of conduct, by any of the members of Supplier Group or their respective officers, directors, or personnel constitutes a material breach by Supplier and grounds for immediate termination for cause under Article 19.

F. 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.

G. 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.

**H. SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD BUYER AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL FINES, PENALTIES, OR LIABILITY, AND FOR COSTS RELATED THERETO, INCLUDING COURT COSTS AND ATTORNEY’S FEES, RESULTING FROM ACTUAL OR ALLEGED FAILURE BY SUPPLIER OR ITS OFFICERS, DIRECTORS, OR PERSONNEL TO COMPLY WITH ANY PORTION OF THIS ARTICLE 11.**

## **12. INTELLECTUAL PROPERTY RIGHTS; DATA**

**A. SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD BUYER AND ITS AFFILIATES HARMLESS 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(S), COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR FOR MISAPPROPRIATION OR MISUSE OF TRADE SECRET(S) OR OTHER CONFIDENTIAL INFORMATION, BASED ON OR RELATED TO SUPPLIER’S PERFORMANCE PURSUANT TO THE PURCHASE ORDER OR BUYER’S USE OF ANY OF THE RENTAL EQUIPMENT SHOULD SUPPLIER BE PREVENTED FROM PERFORMING ANY PORTION OF ITS OBLIGATIONS UNDER THE PURCHASE ORDER OR SHOULD BUYER BE PREVENTED OR ESTOPPED FROM USE OR APPLICATION OF ANY RENTAL EQUIPMENT SUPPLIED UNDER THE PURCHASE ORDER BY REASON OF LEGAL PROCEEDINGS BASED UPON CLAIMS DESCRIBED HEREINABOVE, BUYER SHALL BE RELIEVED OF ANY OBLIGATION TO MAKE PAYMENT THEREFOR, AND SUPPLIER SHALL, AT BUYER’S OPTION, EITHER (I) OBTAIN THE NECESSARY LICENSE TO ALLOW SUPPLIER TO PERFORM ITS OBLIGATIONS UNDER THE PURCHASE ORDER AND BUYER TO UTILIZE THE RENTAL EQUIPMENT IN THE MANNER CONTEMPLATED, OR (II) REDESIGN THE RENTAL EQUIPMENT TO ENABLE COMPLETE PERFORMANCE IN ACCORDANCE WITH THE PURCHASE ORDER WITHOUT INFRINGING ANY SUCH RIGHTS AND WITHOUT DECREASING, LIMITING OR OTHERWISE AFFECTING THE FUNCTIONALITY OF SUCH RENTAL EQUIPMENT.**

**B.** All right and title in and to all data or information generated or recorded during performance 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 Rental Equipment or Services hereunder and not for any other purpose.

## **13. WARRANTY; REPAIRS**

**A.** Supplier undertakes and warrants and guarantees to Buyer that: (i) Supplier is the lawful owner of the Rental Equipment and has the right to provide the Rental Equipment to Buyer; (ii) upon its delivery, the Rental Equipment will be in good operating condition and suitable for the purposes for which it was designed; (iii) Supplier shall do nothing to prejudice or detract from Buyer’s quiet enjoyment of the Rental Equipment during the term of the Purchase Order as long as Buyer is not in default under the Purchase Order; (iv) all Services shall be diligently performed with competent and skilled personnel to the highest standards of skill, care, expertise, and knowledge as pertain to first class reputable contractors experienced in performance of work of a similar nature; (v) all Services shall be complete and free of errors, omissions, defects, deficiencies, and discrepancies in design, materials, workmanship, or otherwise relative to, and any other failure of the Services to comply with, the requirements of the Purchase Order; (vi) performance of all Services and constituents thereof shall be in full compliance with all applicable laws; and (vii) all Services shall be performed in accordance with any particular requirements stipulated in the Purchase Order.

**B.** If any of the Services or Rental Equipment fail to comply with the warranties described above in Article 13 A, Supplier shall, promptly upon receipt of notice from Buyer, reperform, replace or repair the Services or Rental Equipment to the extent necessary to correct the noncomplying condition.

**C.** In the event any of the Rental Equipment becomes in need of repair or is otherwise inoperable or only capable of operation to a limited degree, Buyer will inform Supplier, either verbally or in writing, whereupon Supplier shall promptly rectify such problems with the Rental Equipment. Potential rectification measures may include carrying out any required repairs, at no cost to Buyer; or replacing the Rental Equipment with similar Rental Equipment at no cost to Buyer.

**D.** If Supplier has not commenced and proceeded diligently and expeditiously with appropriate repair, replacement, reperformance, or rectification measures required by sub-article 13 B or sub-article 13 C above within seventy-two (72) hours after Buyer has informed it of problems with Rental Equipment or the Services, then Buyer will have the following options, exercisable at its sole discretion:

- i. to accomplish the replacement, reperformance, or repairs itself or to have a reputable third party perform such replacement, reperformance, or repairs, and Supplier shall promptly reimburse Buyer for the substantiated costs and expenses thereby incurred by Buyer; or
- ii. to rent from others a suitable temporary replacement for the Rental Equipment (inclusive of everything necessary for it to function in every respect equivalently to the Rental Equipment) pending its repair or replacement by Supplier,

in which case Supplier shall bear the substantiated costs of such temporary replacement (inclusive of any minimum hire charges, if applicable); or

iii. to terminate the Purchase Order without further notice or liability to Supplier, except that Buyer will return or make available the Rental Equipment to Supplier as provided in the Purchase Order.

E. Notwithstanding the terms of sub-article 13 C above, if repairs to or replacement of Rental Equipment is necessary due to negligence, intentional acts, or improper use of the Rental Equipment by any of the Buyer Parties while the Rental Equipment is in the care, custody, and control of Buyer, Buyer shall reimburse Supplier for the cost of repairs under Article 13 C above.

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

**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 hereunder, 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 clause. Provided, however, that where the Dispute involves defense and indemnity obligations under Article 9 ("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 above, 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 14, 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.

#### **15. ASSIGNMENT AND SUBCONTRACTING**

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

## **16. FORCE MAJEURE**

A. If and to the extent that Force Majeure prevents either party's performance of any of its obligations under the Purchase Order, that party's obligations shall be suspended during the continuation of the Force Majeure occurrence and during such time after cessation thereof as is necessary for such party, using all reasonable endeavors, to re-commence performance of the prevented or impacted obligations. Provided that under no circumstances shall Force Majeure excuse a party from failure to honor its indemnification or payment obligations under the Purchase Order.

B. Each party is to bear its own costs incurred in connection with the Force Majeure occurrence, and no remuneration will be payable by Buyer in respect of the period of Force Majeure.

C. The party prevented from performing by Force Majeure shall notify the other party as soon as possible and no later than within three (3) days of its inability to meet its obligations, specifying the cause of the Force Majeure and the estimated extent to which the event or condition will impact performance. A party is not entitled to claim Force Majeure as a defense under the Purchase Order if it fails to give such notification within three (3) days of the occurrence of the event or condition.

D. For purposes hereof, "Force Majeure" shall mean an event or occurrence, or condition resulting therefrom, that: (i) delays or renders impossible the affected party's performance of its obligations under the Purchase Order; (ii) is beyond the reasonable control of the affected party and not caused by such party or due to its legal fault; (iii) was not reasonably foreseeable or, if foreseeable, could not have been prevented or avoided by the affected party through the exercise of due diligence; and (iv) is in the nature of acts of God, terrorist acts, acts of civil or military authority that were not requested, promoted, or caused by the Party, sabotage, epidemics or pandemics, war, riot, fires, and catastrophic storms, floods or other extreme weather or climactic conditions..

## **17. 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 will be liable to Buyer for all damages, costs, losses, and expenses (including attorneys' and consultants' fees) incurred by Buyer.

## **18. CONFIDENTIALITY AND PUBLICITY**

A. At all times hereafter, termination or expiration 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 but not limited to: (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 Rental Equipment 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 without restriction on use or disclosure 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, shall not be subject to the provisions of this Article. Information which becomes available to Supplier legitimately from a source other than Buyer shall be 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.

## **19. TERMINATION**

A. Buyer may terminate the Purchase Order, or any part of the work thereunder, by giving notice to Supplier, in which event the sole liability of Buyer will be to pay to Supplier the rental fees for the period prior to such termination.

B. Buyer will also be entitled to terminate the Purchase Order, or any part of the work thereunder for cause by giving notice to Supplier if Supplier at any time: (i) fails to perform the work properly or in a timely manner; or (ii) otherwise fails to carry out its obligations in accordance with the Purchase Order; or (iii) under the circumstances described in Article 11 hereof. Before Buyer exercises its entitlement to terminate under (i) or (ii) above, it will give Contractor a reasonable opportunity to remedy any such failure that is remediable. Buyer will also be entitled to terminate the Purchase Order for cause immediately upon notice to Supplier if Supplier becomes insolvent, has a receiver appointed, makes a general assignment or filing for the benefit of creditors, files for bankruptcy protection; or commits any irremediable breach of its obligations under the Purchase Order.

C. In the event Buyer terminates the Purchase Order for cause, Supplier shall repay to Buyer any prepaid amounts for portions of the rental period terminated. Furthermore, Supplier shall be liable for and shall indemnify Buyer for any costs, expenses, and damages incurred by Buyer as a result of termination, including the additional costs (in excess of what Buyer would have paid Supplier for complete performance of the work if termination had not occurred) incurred by Buyer in achieving completion of the work, whether by performing the remaining work itself or by having it performed by others.

## **20. 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 Rental Equipment 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.

## **21. GENERAL PROVISIONS**

A. Waiver of any breach of this Purchase Order shall not constitute a waiver of any subsequent breach, whether of a like or different character.

B. If any provision of the Purchase Order is determined to be void or unenforceable, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with applicable statutory or case law.

C. Continuing Obligations. Notwithstanding anything to the contrary set forth in the Purchase Order, completion 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.

- D. Buyer and Supplier affirm that the Purchase Order (including these Purchase Order Terms and Conditions and other documents, if any, incorporated into the Purchase Order) sets forth their entire agreement with respect to the subject matter hereof and there are no promises or understandings other than those stated herein.
- E. Any document prepared by Supplier containing any contrary or additional terms (including any billings, invoices and preprinted forms) shall be void and not modify or add to the terms of the Purchase Order in any way, nor shall execution of any such document create a new contract.
- F. No subsequent alteration, amendment, change, modification, or addition to this Purchase Order shall be binding upon the parties unless reduced to writing and signed by authorized representatives of both parties.