

1. CONTRACT ACCEPTANCE: The entity identified in the seller's quotation and buyer order providing the products, services, or rental equipment ("Work") is herein referred to as the "Seller" and the customer or person or entity purchasing the Work from Seller is referred to as the "Buyer". Any written or oral purchase order received from Buyer by Seller for the supply of Work shall be construed as acceptance of Seller's offer to sell and shall be filled in accordance with these terms and conditions for purchase orders. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and Seller's sales order acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless otherwise agreed in writing by Seller. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained in the Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.

2. QUOTATIONS AND PRICES: Any stated capability or availability claimed at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of performance including any escalation formula will apply unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. Unless otherwise stated in the quotation or Seller's sales order acknowledgement, all prices shown are in U.S. dollars and the applicable delivery term for products shall be FCA Seller's named place in accordance with Incoterms 2020. Any documentation pertaining to traceability requirements for raw materials or products or documentation required for any routine or special processes (if any) must be identified by the Buyer at the time of quotation or at the time of order placement in order that the effect on the prices or performance dates (if any) can be considered and taken into account as necessary. Material records and data books will be provided in accordance with IADC Guidelines but will be limited to documentation requirements defined by API and Seller's standards. Industry standards and guidelines will be per the revision level in effect at the time of sales order acknowledgement.

3. TAXES: Any tax or other charge imposed by law relating to the performance of the purchase order shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer. Notwithstanding any other provisions in the Order, in case of changes in any laws or regulations or the application or interpretation of such legislation after the effective date of the Order, which results in additional sums becoming payable by Seller in respect of any taxes, duties, levies, or any other costs, then Buyer shall reimburse Seller for any such taxes, duties, levies, or costs.

4. DELAYS TO PERFORMANCE: Performance dates are given as accurately as conditions permit and every effort will be made to perform as scheduled. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the terms and conditions of an Order, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts

beyond the Seller's reasonable control, including, without limitation, the following example Force Majeure events: acts of God, fire, floods, lightning, blizzards, tornados, earthquakes, ice storms, named tropical storms and hurricanes, terrorism, insurrection, acts of the public enemy, revolution, piracy, war, civil strife, civil war or hostile action, maritime disasters, epidemic, pandemic, quarantine, explosions or other matters of similar nature, strikes, lockouts and labor disputes, government priorities, orders of any governmental authorities having jurisdiction in the premises or of any other group, federal or state laws, rules or regulations of any governmental or public authorities having or asserting jurisdiction over the Parties and/or the Order and which through the exercise of diligent effort such Party cannot overcome. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production, personnel, or equipment among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for Work and to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from a failure or delay in performance. If Buyer requires drawings, procedures, standards or similar material for approval, performance dates will be adjusted to reflect any delays in approval by Buyer, since performance dates are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points, or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement, in order that the effect on the prices or performance dates (if any) can be considered and taken into account as necessary. Additional inspection or testing required by Buyer which affects normal production sequence will be considered as extending the performance dates accordingly.

5. TERMS OF PAYMENT: Terms of payment are thirty (30) days from date of invoice issuance unless otherwise stated in the quotation or Seller's sales order acknowledgement. Any minimum rental period for equipment shall be invoiced in advance at delivery and the rental charge for any other thirty (30) day period of rental (or part thereof) together with all other agreed charges shall be invoiced on a monthly basis at the end of each thirty (30) day rental period. If Buyer requires specific rental tools (not forming the entire rental equipment package) to be used for onshore preparation or site integration work or factory acceptance testing, Seller reserves the right to apply a charge of twenty (20%) percent of the rental rate for the agreed rental period during the testing operation that is less than a thirty (30) day period. Seller's rental rates and charges do not include services of make up or break out of casing, tubulars, or drill pipe free issued by Buyer or subsequent pressure testing of assemblies. If Buyer requires any generic rental equipment to be modified by changing fit, form, or function or replacement of control fluids, all costs and expenses (including but not limited to engineering and termination charges) incurred by Seller in making such modifications shall be borne by Buyer. Notwithstanding any circumstances or change in conditions which may prevent or delay Buyer from collecting any product, using any rental equipment, or receiving any service, Buyer shall not be relieved of its payment obligations under the purchase order. Rental rates are subject to change without prior notice to Buyer upon expiry of any agreed minimum rental period and any individual rental tool not returned to Seller after expiry of an agreed rental period will continue to be charged at its applicable rental rate per day until its return. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law and Seller retains the right to charge storage fees and any associated costs for any products that remain uncollected for more than forty-five (45) days from notification of readiness for collection. Where any

account remains unpaid for more than six (6) months, Seller shall be entitled to consider the relevant purchase order(s) cancelled by Buyer in accordance with Section 6 and Seller shall be entitled to take action to recover its losses, including but not limited to legal proceedings and/or the sale of any undelivered products. If Buyer defaults on any payment, Seller has the right to suspend performance of any further Work for Buyer, and if Buyer's payment delay exceeds ninety (90) days, Seller has the unilateral right to terminate the order by giving buyer fifteen (15) days' notice. The suspension of any work due to Buyer's nonpayment shall entitle Seller to any amounts set forth in Section 6 and shall result in appropriate extensions of time. Seller shall have no liability to Buyer for any suspension or termination resulting from Buyer's payment default.

6. CHANGES TO ORDERS, SUSPENSION AND CANCELLATION:

Purchase orders, once placed by Buyer and accepted by Seller, can be changed, suspended, or canceled only with Seller's prior written consent and upon terms which will compensate Seller for any change in scope and/or save Seller from loss. Buyer may, with reasonable notice, request to change the Work to be provided under an Order, including delaying or suspending the order, by issuing a written change order authorization document (referred to herein as the "Change Order"). If upon receiving a Change Order, Seller determines that there is any impact that increases the cost or affects the time to perform or provide the Work, Seller shall submit a proposal to Buyer specifying the pricing and scheduling changes needed to execute the Change Order. Buyer shall review the proposal and may accept, reject, or modify the proposal, subject to mutual agreement; however, Buyer shall be deemed to have accepted such proposal once Seller proceeds as specified in the Change Order. Seller may, at its sole discretion, decline to execute the Change Order and such declination to execute shall not prejudice Seller's rights under the applicable Order. In addition, in the event of suspension or cancellation, Seller shall be entitled to payment on demand for (A) Work completed by Seller and accepted by Buyer or Work completed by Seller and not yet accepted by Buyer at the date of suspension/cancellation based on the purchase order price (B) Work being performed at the date of suspension/cancellation based on the purchase order price (C) any agreed cancellation charge and stand-by charge stated in the quotation, Seller's sales order acknowledgement, or the purchase order (D) all reasonable documented charges incurred by Seller arising out of such suspension/cancellation, and (E) Seller's expected profit on the uncommenced portion of the suspended/cancelled purchase order. If any agreed suspension continues for more than thirty (30) days, the parties shall meet to agree to a way forward which may at Seller's ultimate discretion include cancellation of the whole or part of the purchase order in accordance with this Section 6. Following cessation of any agreed suspension, all performance dates shall be extended an appropriate period of time to reflect the impact of the suspension on the Seller, and the Parties shall meet to agree on scheduling changes needed to accommodate recommencing performance of the purchase order. No products may be returned for credit or adjustment without prior written permission from Seller's office authorized to issue such permission. Notwithstanding anything to the contrary herein, if any suspension or change order extends the delivery dates beyond six (6) months from the delivery date in the initial order and, prior to resumption of the Work, Seller determines that there is any impact that increases the cost to perform or provide the Work, Seller shall be entitled to revise the prices to account for any increase in its costs and Buyer shall be deemed to have accepted such revised prices. If after twelve (12) months from the delivery date in the initial order, Buyer has continued to request suspension or delay

of the order, Seller shall have the right to deem the order as canceled, and if canceled, Buyer shall pay the amounts defined in Article 6 herein. In the event of any order cancellation under Section 5 or Section 6, Seller shall have the right to keep any money paid to Seller as damages of the cancellation, and will also have the right to pursue additional damages as laid out in this Section 6.

7. WARRANTIES:

(1) All spare/replacement parts of Seller's manufacture are warranted against defects of material and workmanship for a period of twelve (12) months from the earlier of delivery, shipment, or thirty (30) days from notification of readiness for collection.

(2) All rental equipment of Seller's manufacture are warranted to comply with the specifications and type represented in the Order for a period of six (6) months from shipment.

(3) All capital (i.e., assembled) products of Seller's manufacture are warranted against defects of material and workmanship for a period of (A) twelve (12) months from the date of installation; or (B) eighteen (18) months from the earlier of date of shipment or thirty (30) days from notification of readiness for collection; whichever period first expires, provided that all such products are used in the service and within the pressure range for which they were manufactured.

(4) In the case of products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to Seller.

(5) All services are warranted for a period of six (6) months from completion. If, within these specified periods, Seller receives notice from Buyer of any alleged defect in or nonconformance of any Work and if in the Seller's sole judgment the Work does not conform or is found to be defective in material or workmanship, then, Buyer shall, at Seller's request, be responsible for all costs associated with the return of the part or product to Seller's designated plant or service location.

(6) Seller has no liability for removal, recovery or reinstallation of products or equipment including but not limited to lifting, rig stand-by time, work at or below the water line or diving support. Seller, at its option and expense, shall repair or replace the defective part or reperform the Work or repay to Buyer the full price paid by Buyer for such Work excluding interest. Seller's warranty liability, including defects caused by Seller's Negligence, shall be limited to such repair, replacement, reperformance or refund, and shall not include Claims for labor costs, expenses of Buyer resulting from such defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental, or consequential damages of any kind. Seller will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than an authorized representative of Seller, failures due to lack of compliance with Seller's recommended operating and/or maintenance procedures, Work which has been repaired or altered in such a way (in Seller's judgment) as to affect the Work adversely, or normal wear and tear, corrosion, or erosion. Any capital product rectification work performed by Seller is warranted for twelve (12) months from completion of such repairs provided that no capital product shall benefit from a warranty period longer than twenty-four (24) months from the original delivery date. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

8. ENGINEERING AND SERVICE: Upon request, Seller may provide engineering and/or technical information regarding Work and, if agreed, will provide personnel to assist Buyer in effecting field installations and/or field service. Any such information, service, or assistance so provided, whether with or without charge, shall be advisory only. SELLER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY WELL INTERPRETATION SERVICE, ASSISTANCE, RECOMMENDATION, ADVICE, DESCRIPTION, ANALYSIS, CONCLUSION, TEST, MEASUREMENT, REPORT, LOG, OR DATA GIVEN IN RELATION TO THE PURCHASE ORDER ("COLLECTIVELY, "WELL INFORMATION"). BUYER HAS COMPLETE RESPONSIBILITY FOR ANY ACT OR OMISSION TAKEN BY BUYER IN RELATION TO THE WELL INFORMATION AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS AGAINST ALL COSTS IN RESPECT THEREOF.

9. LABOR STANDARDS: Seller hereby confirms that the Work shall be provided in accordance with all applicable requirements of relevant labor laws.

10. INSPECTION: Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's plant or other shipping or receiving point designated by Seller within the agreed timeframe but no later than fourteen (14) days following notification of readiness by Seller following which Buyer's acceptance shall be deemed to have occurred. Such inspection and acceptance shall be conclusive except as regards latent defects. Subject to Section 4 above and on reasonable notice and at reasonable times, Buyer's representatives may inspect the products at the Seller's plant prior to shipment in such manner as will not interfere with operations. Seller shall be entitled to additional costs and/or time if any inspection impacts Seller's performance of the purchase order.

11. TITLE AND RISK: Title and risk of loss shall pass to Buyer FCA Seller's named place, when products are loaded onto Buyer's transport at Seller's named place of delivery, unless the delivery point and Incoterms are stated otherwise in the quotation or Seller's order acknowledgment. Title to rental equipment shall remain with Seller, however Buyer shall be responsible for risk of loss and for insuring the rental equipment for the full reinstatement value from the date of delivery until the date such rental equipment is returned to Seller. For cancellations according to Sections 5 and/or 6, title to the Work shall remain with Seller until the full purchase price is paid by Buyer for the Work.

12. EXPORT COMPLIANCE: (A) Buyer shall ensure that it and its Group are bound by and comply with applicable laws, including sanctions and trade compliance laws and regulations. Buyer shall be liable for and shall defend, indemnify, and hold Seller Group harmless from and against all fines and penalties and any other damages suffered by the Seller Group resulting from a breach of such applicable laws or regulations by Buyer Group. (B) Buyer represents that as of the Effective Date of the Order (i) it is not, and neither any of its Affiliates or any of their directors or officers are, listed as a restricted person; (ii) it is not, and neither any of its Affiliates or any of their directors or officers are in breach of any sanction laws and related trade compliance regulations; and (iii) due performance of its obligations under the Order and these terms and conditions will not result in a breach of any sanction laws and regulations. (C) To the extent and in the event that Seller performance of the order results or would result in noncompliance with, a violation of, or be inconsistent with sanction laws and regulations, Seller shall, as soon as reasonably practicable, give written notice to the Buyer, with the details and specifics of the applicable sanction laws or regulations. Provided that all conditions in this paragraph

(C) are satisfied, Seller may suspend, delay, or cancel the performance of its obligations under the order and these terms and conditions. (D) Buyer undertakes at any time during the performance of the order at the request of Seller to sign and provide Seller with a Certificate of End Use. Seller reserves the right to suspend the performance of its obligations under the order until the Certificate of End Use signed by the Buyer is obtained. (E) Buyer shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any of the Work, software including source code, or technology to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical, or biological weapons proliferation) without first obtaining all required government authorizations.

13. TRANSPORTATION CHARGES, ALLOWANCES, CLAIMS: If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price and no deduction will be made in lieu thereof whether Buyer accepts shipment at plant, warehouse, freight station, or otherwise supplies its own transportation. Seller endeavors to pack or prepare all shipments so that they will not break, rust, or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by Buyer, and stated in the Seller's quotation and sales order acknowledgment, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions provided that Seller acts only as agent between the insurance company and Buyer and assumes no liability whatsoever. Any Claims for shipping loss, breakage, or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All Claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY:

A. INDEMNIFICATION:

"Buyer Group" means: Buyer, its parent (if any), subsidiaries, affiliates, co-owners, co-venturers, partners, and any entity with whom Buyer has an economic interest with respect to the Work including Buyer's customer and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors, and subcontractors (respectively and of any tier or level and who are not included within the Seller Group),

"Seller Group" means: Seller, its parent (if any), subsidiaries, affiliates, co-owners and its and their respective employees, personnel, directors, officers, borrowed servants, representatives, agents, contractors, and subcontractors (respectively and of any tier or level and who are not included within the Buyer Group),

"Negligence" means: sole, joint, or concurrent, active, passive, or gross Negligence, willful misconduct, strict liability, product liability, or any other legal cause of action,

"Claims" means: any and all Claims, demands, losses, damages, and causes of action of whatever kind or nature.

Unless otherwise specified, Claims is to be read in its broadest sense to include all Claims by a first party (which includes any member of either Buyer Group or Seller Group) or by a third party (which includes any person or entity not included in Buyer Group or Seller Group).

(1) SELLER SHALL RELEASE, DEFEND, SAVE, INDEMNIFY (COLLECTIVELY "INDEMNIFY"), AND HOLD BUYER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS, FOR LOSS OF OR DAMAGE TO THE PROPERTY OF THE MEMBERS OF THE SELLER GROUP EVEN IF SUCH CLAIMS ARISE FROM OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF BUYER GROUP.

(2) SELLER SHALL INDEMNIFY AND HOLD BUYER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS FOR THE DEATH(S) OF OR PERSONAL INJURY(IES) TO MEMBERS OF THE SELLER GROUP EVEN IF SUCH CLAIMS ARISE FROM OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF BUYER GROUP.

(3) BUYER SHALL INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS FOR LOSS OF OR DAMAGE TO THE PROPERTY (INCLUDING THE WORK) OF THE MEMBERS OF THE BUYER GROUP EVEN IF SUCH CLAIMS ARISE FROM OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF SELLER GROUP.

(4) BUYER SHALL INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS FOR THE DEATH(S) OF OR PERSONAL INJURY(IES) TO MEMBERS OF THE BUYER GROUP EVEN IF SUCH CLAIMS ARISE FROM OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF SELLER GROUP.

(5) EXCEPT AS PROVIDED IN SECTION 14A(6) BELOW, BUYER (ON ITS OWN BEHALF AND ON BEHALF OF BUYER GROUP) AND SELLER (ON ITS OWN BEHALF AND ON BEHALF OF SELLER GROUP) SHALL INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED AGAINST THEM BY OR ON BEHALF OF ANY THIRD PARTY FOR THE DEATH(S) OF OR PERSONAL INJURY(IES) TO SUCH A THIRD PARTY, AS WELL AS LOSS(ES) OF OR DAMAGE(S) TO THE PROPERTY OF SUCH A THIRD PARTY. IT IS AGREED BY BUYER AND SELLER THAT THEIR RESPECTIVE DUTY OF INDEMNITY TO EACH OTHER WITH RESPECT TO CLAIMS ASSERTED AGAINST THEM BY A THIRD PARTY PURSUANT TO THIS ARTICLE 14 (A) (5) SHALL BE LIMITED TO THEIR RESPECTIVE DEGREE OF NEGLIGENCE.

(6) NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, BUYER SHALL INDEMNIFY AND HOLD THE MEMBERS OF SELLER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS (INCLUDING CONTROL CLEAN-UP AND REMOVAL COSTS AND LOSS (ES) OF OIL, GAS, OR HYDROCARBONS), PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM (A) LOSS OF OR DAMAGE TO THE WELL, THE FORMATION OR THE RESERVOIR AND THE COST OF RE-DRILLING THE WELL AND (B) LOSS, DAMAGE, INJURY, AND/OR DEATH RESULTING FROM FIRE, AN EXPLOSION, A WILD WELL, OR BLOW-OUT AND ALL COSTS ASSOCIATED WITH SUCH EVENTS; INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED TO A RIG/VESSEL AS WELL AS ANY DOWNTIME OR REMEDIATION/RECOVERY TIME AND/OR THE COST OF RE-COMPLETION AND RE-RUNNING OF THE SERVICES OR REPLACEMENT OF ANY INSTALLATION AND (C) LOSS, DAMAGE, INJURY, AND/OR DEATH RESULTING FROM POLLUTION AND/OR CONTAMINATION EMANATING FROM THE WELL AND/OR RESERVOIR, INCLUDING ALL COST OF CONTAINMENT, CLEAN-UP, AND DISPOSAL AND (D) LOSS, DAMAGE (INCLUDING ALL COST OF CONTAINMENT, CLEAN-UP AND DISPOSAL), INJURY, AND/OR DEATH

RESULTING FROM RADIOACTIVE CONTAMINATION ORIGINATING BELOW THE SURFACE OR IN THE EVENT OF CONTAMINATION ORIGINATING ABOVE THE SURFACE, WHILST THE RADIOACTIVE SOURCE IS UNDER BUYER GROUP'S DIRECT OR INDIRECT CUSTODY AND CONTROL, AND (E) LOSS, DAMAGE, INJURY, AND/OR DEATH SUFFERED BY ANY THIRD PARTY RESULTING FROM ANY OF THE EVENTS LISTED IN (A) TO (D) INCLUDING LOSS OF OR DAMAGE TO OIL AND/OR GAS PRODUCTION FACILITIES OR PIPELINES OR ANY THIRD PARTY INSTALLATIONS OR RIGS/VESSELS WITHIN A 500M RADIUS OF THE WORKSITE, IT BEING THE INTENTION OF THE PARTIES THAT THIS INDEMNITY SHALL APPLY TO ANY LOSS TO ANY PROPERTY OR PERSONNEL OF THE BUYER GROUP AND TO ANY LOSS TO ANY PROPERTY OR PERSONNEL OF ANY THIRD PARTY AND SHALL APPLY REGARDLESS OF CAUSE EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE NEGLIGENCE OF ANY MEMBER OF SELLER GROUP.

(7) NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, BUYER SHALL BE RESPONSIBLE FOR AND SHALL REIMBURSE AND INDEMNIFY SELLER IN RESPECT OF ANY LOSS OF OR DAMAGE (EXCLUDING NORMAL WEAR AND TEAR) TO SELLER GROUP PROPERTY, MATERIALS, OR EQUIPMENT (TOOLS) OR COMPONENTS WHICH (A) IS DAMAGED OR LOST WHILST IN-HOLE BELOW THE ROTARY TABLE OR (B) IS LEASED OR BORROWED BY BUYER.

B. INDEMNITY FOR CONSEQUENTIAL DAMAGES: UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES (collectively "CONSEQUENTIAL"), AS DEFINED BY THE LAWS GOVERNING THE PURCHASE ORDER, NOR FOR ANY LOSS OF ANTICIPATED PROFITS (IF ANY), LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO THE LEASEHOLD, LOSS OF OR DELAY IN DRILLING OR OPERATING RIGHTS, DELAY, BUSINESS INTERRUPTION (INCLUDING COST OF OVERHEAD INCURRED DURING BUSINESS INTERRUPTION), LOSS OF BARGAIN, EXPECTATION OR OPPORTUNITY, LOSS OF CONTRACT, OR ANY OTHER SIMILAR LOSSES, LOSS OF USE, LOSS OF DATA, LOSS OF ASSETS (INCLUDING BUT NOT LIMITED TO LOSS OF OR DELAY IN PRODUCTION, OR LOSS OF SAMPLES), LOSS OF RIG TIME, OR LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM, OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK; AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY CLAIMS FOR SUCH DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF THE SELLER GROUP.

C. LIMITATION OF LIABILITY: Except as otherwise expressly limited in these terms and conditions it is the express intention of the parties hereto that all indemnity obligations and/or liabilities hereby assumed by the parties shall be: (a) supported by insurance; (b) without limit; and (c) without regard to the cause or causes thereof, including, but not limited to, preexisting conditions (whether such conditions be patent or latent); the unseaworthiness of any vessel or vessels (whether or not preexisting); the unairworthiness of any aircraft; breach of representation or warranty (express or implied); breach of contract; breach of duty (statutory, contractual, common law or otherwise); strict liability; condition of ruin or defective premises, equipment, facilities, or appurtenances of any party

under any code, law (whether or not said condition is preexisting and/or latent, patent or otherwise); the loading or unloading of persons or cargo; tort; or the negligence or fault of any party (as defined at the beginning of this article 14; or any other theory of legal liability. To the extent each party assumes liability hereunder, such insurance shall waive subrogation against the indemnified Group and its insurers and name the indemnified Group as additional insured(s) and loss payee, but only to the extent of liabilities assumed herein by the indemnifying party, and to the same extent such coverage shall be primary to that carried by the indemnified Group. Notwithstanding the above, to the extent, and only to the extent, that the Texas Oilfield Anti-Indemnity Act (TOAIA) applies to these Terms and Conditions and would render void, unenforceable, or void any obligations hereunder, including those set forth in this Section 14, Buyer and Seller agree to carry supporting insurance in equal amounts of the types and in the minimum amounts required by the TOAIA. Where Buyer and Seller's insurance is deficient or unavailable for any reason, then such party agrees and shall be deemed to have approved self-funded or self-insurance. It is the intention of the parties hereto that the party to whom indemnity is owed hereunder will receive the benefit of such indemnity regardless of events that may happen after an Order is entered into by Buyer and Seller. Seller's total responsibility for any Claims, damages, losses, or liability arising out of or related to its performance or non-performance of this contract or the products or services covered hereunder, regardless of cause, shall not exceed 20% of the purchase order price and Buyer shall indemnify and hold Seller Group harmless from and against any and all such liability in excess of this amount.

D. BUYER'S CUSTOMER INDEMNITIES: Notwithstanding anything in these terms or the order to the contrary, in the event that Buyer is entitled to indemnity under any contract with its customers or suppliers with respect to the losses described in Section 14A(3)-(7) and 14B above in connection with work performed under this Agreement, and such indemnity exceeds that granted by Buyer to Seller, Buyer will provide Seller Group with the benefit of such indemnity to the fullest extent possible under such contracts with Buyer's customers and suppliers.

15. GOVERNING LAW, DISPUTES, MODIFICATION, RESCISSION & WAIVER: These terms and conditions represent the entire agreement between the Parties and supersede all previous agreements, representations, understandings, and commitments whatsoever whether they are verbal or written. These terms and conditions may not be modified or rescinded nor any of its provisions waived unless such modification, rescission, or waiver is mutually agreed in a written contract between the parties. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions. All orders must be accepted by an authorized employee of Seller. The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed in accordance with the laws of (A) the state of Texas (USA) for orders entered into in the United States (B) the Province of Alberta (Canada) for orders entered into in Canada and (C) England (UK) for any orders entered into outside the United States or Canada. Any disputes which arise under these terms and conditions which cannot first be settled by a reasonable period of negotiation shall be resolved by arbitration in accordance with the (A)

commercial arbitration rules of the American Arbitration Association for orders entered into in the United States (B) national arbitration rules of the ADR Institute of Canada, Inc. for orders entered into in Canada and (C) rules of conciliation and arbitration of the International Chamber of Commerce for all orders entered into outside of the United States.

16. CARE OF RENTAL EQUIPMENT: Buyer shall ensure that rental equipment is operated in accordance with Seller's recommended operational specifications and parameters. Buyer shall be solely responsible for ensuring that rental equipment is (A) maintained in good working order at all times throughout the rental period by suitably qualified and competent parties and (B) prior to its return to Seller, refurbished to its original state and condition, save and except for ordinary wear and tear. For the avoidance of doubt, damage and deterioration requiring welding machining or coating operations shall not be considered as normal wear and tear. For any rental equipment at Seller's ultimate discretion (A) lost or damaged beyond repair, Buyer shall compensate Seller based on Seller's most recent replacement price (B) damaged but capable of repair, all repair work shall be completed at Seller's direction and Buyer shall compensate Seller for all costs incurred as a result of such repair. Buyer shall provide Seller and its authorized representative with full access to all sites to enable inspection of rental equipment.

17. INTELLECTUAL PROPERTY: Seller shall own all intellectual property in and to all designs, plans, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, databases, software, and other information, data, and items embodied in any tangible form produced by Seller in contemplation or performance of the purchase order. Seller does not transfer any ownership rights in such intellectual property to Buyer and Buyer shall not reverse engineer or cause any Seller property or Products to be reverse engineered without Seller's express written consent. Seller will be liable for intellectual property infringement Claims arising out of Buyer's normal use of Seller's Work but will not be liable for infringement that arises: (A) out of Buyer's use of Seller Work in combination with work, products, or services not provided by Seller; (B) where Seller Work has been specially modified, designed, and/or manufactured to meet Buyer's specifications; (C) out of unauthorized additions or modifications to Seller Work; or (D) where Buyer's use of Seller Work does not correspond to Seller published standards or specifications. Any Claim for intellectual property infringement shall be brought to Seller in writing within ten (10) calendar days of service on Buyer or this indemnity shall be void.

18. CONFIDENTIALITY: Buyer acknowledges that all commercial and technical information, including but not limited to quoted prices and lead times and technical specifications, requirements, drawings, and data provided by Seller in the contemplation or performance of the purchase order is confidential and proprietary to Seller. Seller agrees to treat such information as secret and confidential and to not, at any time disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of or permit use to be made of any confidential information, except with Seller's prior written consent.

19. SEVERABILITY: Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall promptly negotiate to restore the provisions hereof as near as possible to their original intent and economic effect.

20. NOTICES: All instructions, notices, agreements, authorizations, approvals, and acknowledgements shall be given in writing in the English language, and shall be deemed to have been received upon delivery when made in writing and (A) delivered personally; (B) sent by way of registered

post; or (C) upon sending electronically by Email (confirmation of delivery requested) to an authorized Representative or office of the Party for whom it is intended.