



TERMS AND CONDITIONS OF PURCHASE

Texas Oilpatch Services ("BUYER")

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF PURCHASE SET FORTH BELOW. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS ARE OBJECTED TO.

1. **Acceptance of Contract.** All orders for goods, materials, work or services to be performed ("goods") become a contract subject to the terms and conditions set forth herein when accepted by acknowledgment or commencement of performance by Seller and such terms and conditions constitute the entire agreement between the parties. No change in such terms and conditions shall be valid unless agreed to in writing by an authorized corporate officer of Buyer.

2. **Delivery.** Time is of the essence. Failure to deliver by the required delivery date specified in Buyer's order may result in substantial damages to Buyer due to commitments to its customers. In addition to its other remedies, Buyer may cancel an order in whole or in part without liability if delivery is not made within the time specified on the order.

3. **Transportation and Packaging.** Damage and/or loss resulting from improper packaging, preparation or loading shall be charged to Seller.

4. **Title, Risk of Loss, Inspection, and Acceptance of Goods.** Regardless of F.O.B. terms of sale, title to and risk of loss shall pass and acceptance of the goods shall take place when such goods have been delivered to Buyer's specified destination and have passed Buyer's inspection and tests. In no event shall payment be deemed to constitute acceptance.

5. **Prices.**

(a) Buyer is liable only for the price indicated on this order. If the price is omitted from the order, Seller shall invoice at the price last quoted to Buyer or paid by Buyer for such goods in equal quantities.

(b) Seller warrants that the prices for the goods are not less favorable than those currently extended to any other customer for the same or like goods under conditions similar to those specified in Buyer's order. If Seller establishes or offers a lower price for the sale of such goods in such quantities, Seller agrees to reduce the prices hereof correspondingly.

(c) No additional charges of any kind will be allowed unless specifically agreed to in writing in advance by Buyer.

6. **Warranties.**

(a) Buyer shall have the right to all Buyer's remedies and Seller's warranties to the fullest extent provided under the Uniform Commercial Code, including, but not limited to, warranties of merchantability and fitness, and such remedies and warranties shall survive inspection, tests, acceptance and payment.

(b) Seller represents and warrants that all goods sold to Buyer shall meet Buyer's specifications and all applicable U.S. legal and regulatory requirements.

(c) Unless Buyer specifies in writing otherwise, Seller shall deliver only new goods to Buyer. No counterfeit or suspect counterfeit goods are to be delivered. Seller shall procure the goods directly from the original component or equipment manufacturer (OEM) or through the OEM's authorized distributor. Documentation must be available that authenticates traceability to the applicable OEM. If Seller becomes aware or suspects it has furnished counterfeit goods, Seller shall immediately notify Buyer. Seller agrees that if counterfeit goods are found to have been furnished to Buyer, those items will not be returned to Seller, and Seller may be liable for all costs relating to impoundment, removal and replacement.

7. **Indemnification.** Seller shall indemnify and hold Buyer harmless against all liability, cost and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees) on account of claims or injuries to persons or damage to property based in whole or in part upon any act or omission of Seller, its agents, employees and subcontractors or as a consequence of any breach of Seller's warranties. Further, Seller agrees to indemnify and hold Buyer harmless against all liability, costs and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees) incurred by Buyer in connection with or related to any recall, inspection, testing, replacement or correction of the goods or any part or equipment into which the goods are incorporated, which results from or is related to, in whole or in part, a defect or alleged defect in the goods.

Seller shall furnish Buyer with insurance certification from Seller's insurance carrier showing that Seller has comprehensive general liability insurance coverage, including product liability coverage, currently in force in an amount of not less than \$1,000,000 combined single limit bodily injury and property damage. The certification shall also contain a vendor's endorsement showing Buyer as an additional insured vendor under Seller's liability hereunder, and shall not in any way modify Seller's indemnification of Buyer.

8. **Patent/Copyright.** Except when Buyer supplies all drawings and specifications for the goods, Seller shall defend, protect and save Buyer, its successors, assigns, customers and users harmless from all claims, liability, costs or expense (including, without limitation, court costs and reasonable attorney's fees), whether in law or in equity, arising out of or existing because of the infringement or alleged infringement of any patent or copyright for or on account of the manufacture, sale or use of any goods furnished hereunder.

9. **Excess Quantities/Non-Conforming Goods/Substitutions.** Goods in excess of those specified, non-conforming goods or unauthorized substitutions will not be accepted by Buyer and any such goods will be held at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

10. **Manufacture and Material Commitments.** Seller shall not make commitment for materials nor fabricate in advance of time necessary to permit shipment on delivery dates unless authorized in writing by the Buyer.

11. **Cancellation.** Buyer shall have the right by written notice to cancel, suspend or modify the goods and services to be furnished by Seller under Buyer's order. Buyer shall only be liable to Seller for the agreed upon price for goods accepted by Buyer and for Seller's costs for reasonable materials and actual work performed up to the time of cancellation not otherwise usable or saleable by Seller, net of salvage value. Buyer shall not be liable for Seller's anticipatory profits and/or consequential damages.

12. **Default.** Buyer reserves the right, by written notice to cancel any order without liability to Buyer in the event of (i) Seller's insolvency, (ii) Seller's filing of a voluntary Petition of Bankruptcy, (iii) the filing of an involuntary petition to have Seller declared Bankrupt, (iv) the appointment of a Receiver or Trustee or Seller, or (v) the execution by Seller of an Assignment for the Benefit of Creditors. If Seller fails to perform, or breaches any of the terms, Buyer reserves the right immediately upon such failure of performance or breach, and without any liability to Buyer (i) to cancel the order in whole or in part by written notice to Seller, or (ii) after notifying Seller of such failure or breach and of Buyer's intent to exercise such right, to obtain the goods from another source, with any excess costs resulting therefrom chargeable to Seller. Seller shall be liable for Buyer's damages in connection with such breach or failure to perform including consequential damages reasonably foreseeable by Seller or of which Seller has apprised by Buyer, provided, however, the Seller shall not be responsible for delays or defaults occasioned by fires, acts of God, wars or riots, but in the event of such occurrence, Buyer reserves the right to cancel the order without liability of any kind.

13. **Setoff.** Buyer shall be entitled at all times to setoff any amount owing from Seller to Buyer against any amount payable by Buyer pursuant to Buyer's order.

14. **Compliance with Laws.** Seller shall, in the performance of work under Buyer's order, fully comply with all applicable Federal, state and local laws and regulations (including, without limitation, the Walsh-Healey Act, 41 U.S.C.A. §§35-45, the Occupational Safety and Health Act of 1970, 29 U.S.C.A. §§651-678; The Fair Labor Standards Act of 1938, 29 U.S.C.A. §§201-219, as amended); and the matters set forth in paragraph 18 below, and shall indemnify and hold Buyer harmless from any liability cost or expense (including, without limitation, Buyer's court costs and reasonable attorney's fees) resulting from Seller's failure of compliance. Seller agrees upon request to furnish Buyer with a certification of compliance with respect to any or all such laws and regulations in such form as Buyer may require.

15. **Remedies.** The remedies provided Buyer herein shall be cumulative and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereunder shall not constitute a waiver of any other breach. The invalidity in whole or in any part of any provision hereof shall not affect the validity of any other provision.

16. **Applicable Law.** The contract resulting from the acceptance of Buyer's order shall be governed by and construed according to the laws of the State of Ohio.

17. **Equal Employment. This Seller and any Seller-subcontractor shall abide by the requirements of 41 C.F.R. §60-300.5(a) and 41 C.F.R. §60-741.5(a). These regulations prohibit discrimination against (1) qualified protected veterans and (2) qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.** The contract provisions set forth in Section 202 of Executive Order 11246 (equal opportunity), as amended, and the regulations promulgated thereunder (41 C.F.R. Part 60-741) and Executive Order 11625 (utilization of minority business enterprises) as amended, to the extent same are applicable to Buyer's order, are incorporated by reference herein as if fully rewritten with respect thereto. Seller agrees, upon request, to furnish Buyer a certification of compliance with such Executive Orders in such form as Buyer may require.

18. **Hazard Communication/Right-To-Know.** Seller shall comply with the OSHA Hazard Communication Standard (29 C.F.R. Section 1910-1200), all state and local right-to-know laws, and all other Federal, state and local laws regulations relating to hazardous chemicals, including without limitation, the material safety data sheet and product labeling requirements.

19. **Conflict Minerals.** Seller shall have made, and agrees to continue to make, good faith inquiries reasonably designed to determine whether any conflict mineral, as defined in the Securities and Exchange Commission's final rule on conflict minerals, 17 C.F.R. Parts 240 and 249(b), that is included in any good delivered to Buyer, originated in the Democratic Republic of the Congo or an adjoining country, or is from recycled or scrap sources, all as defined in the rule. Seller agrees that all inquiries and diligence performed shall be consistent with the rule's requirements. Seller further agrees to respond promptly to each inquiry by Buyer from time to time by certifying in writing to Buyer whether Seller is complying with this paragraph.