

**SWECO**  
**A Schlumberger Business Unit**  
**GENERAL TERMS AND CONDITIONS OF SALE**

The Schlumberger entity identified in the seller's quotation and buyer order providing the goods ("Goods"), services ("Services"), and/or rentals ("Rental") is herein referred to as the "Seller" and the customer or person or entity purchasing the Goods, Services, or Rental from Seller is referred to as the "Buyer". Goods, Services and or Rentals provided by Seller shall be referred to as "Work". Buyer and Seller may be individually referred to herein as a "Party" or collectively as the "Parties. These terms and conditions, along with any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the Work and all documents incorporated by specific reference herein or therein, constitute the complete, entire and exclusive statement of the terms of the agreement governing the Work performed by Seller to Buyer ("Terms and Conditions"). Buyer's acceptance of the Work will manifest Buyer's unconditional assent to these Terms and Conditions, Seller reserves the right in its sole discretion to refuse orders. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to the terms contained herein.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Work shall remain in effect for thirty (30) days after the date of Seller's quotation or acknowledgment of Buyer's order for the Work, whichever occurs first. All prices are exclusive of taxes, transportation, insurance, and any other charges not expressly itemized in Seller's quotation, which are to be borne by Buyer.

**2. TAXES:** Buyer shall pay any and all taxes, including but not limited to any value added tax, sales tax or other similar tax due, or other levies (other than income taxes) imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Seller's Work. Further, Buyer shall assume full and exclusive responsibility for the payment of all import and export charges, customs and excise duties imposed in the country of manufacture and/or delivery. Notwithstanding anything to the contrary in these Terms and Conditions, in case of changes in any laws or regulations or the application or interpretation of such legislation after accepting 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.

**3. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate the order or to suspend further performance under this and/or any other orders with Buyer in the event Buyer fails to make any payment when due. Buyer shall be liable for all expenses including attorneys' fees, relating to the collection of past due amounts. Buyer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Work therefore performed. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance of any Work. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

**4. SHIPMENT, TITLE AND RISK OF LOSS:** Unless otherwise agreed by the Parties, Shipments are made EX-Works (EXW) Seller's manufacturing facility. Unless otherwise agreed by the Parties, title to and risk of loss or damage to the Goods shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's manufacturing facility. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are estimates only and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods and/or Rental for which Buyer has not provided proper shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for the storage costs and any other additional expenses resulting therefrom. If the shipment of the Goods continues to be postponed or delayed due to Buyer for more than six (6) months after the initial delivery date, Seller shall be entitled to consider the relevant order(s) canceled by Buyer in accordance with Article 14, 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 Goods. The time, method, place or medium of payment will not in any way limit Seller's rights in and to the Goods until payment has been received in full. Title to the Rental shall remain with Seller, however Buyer shall be responsible for risk of loss and for insuring the Rental for the full reinstatement value from the date of delivery until the date such Rental is returned to Seller.

**5. LIMITED WARRANTY:** Seller, for a period of (i) eighteen (18) months for 2.5 HP and 5 HP Motion Generator Plus motors; (ii) twenty-four (24) months for

polyurethane finishing/grinding mill chamber linings; (iii) thirty-six (36) months for BigMax, GyraMax, and ATLAS drives); (iv) twelve (12) months for all other Goods including spare parts, from the date of shipment of the Goods by Seller, warrants to Buyer that the Goods will be free from material defects in material and workmanship provided that such Goods are installed, operated, and maintained in accordance with Seller's written procedures Seller makes no guarantee or warranty, express or implied, as to the results, the degree of protection, and the design, of the Goods Seller will provide.

Seller warrants that Rentals conform to the type and specifications represented by Seller as provided under the quotation for the duration of the Rental.

This warranty shall not apply to erosion, corrosion, abrasion, water damage, or to the cutting surfaces of the Goods; screen cloth breakage; grinding or finishing media; or ancillary or supplemental equipment or supplies unless proven defective in materials or workmanship at time of shipment. For ancillary or supplemental products or parts not wholly of Seller's manufacture, Seller's liability shall be limited to the assignment of the manufacturer's warranties to Buyer, to the extent such warranties are assignable. Seller's polyurethane finishing/grinding mill chamber lining warranty only applies to wear-through and structural failure and does not apply when Buyer's processed parts or media, e.g., nails, tacks, scissors or other sharp objects, act to cut or damage the lining. This warranty shall not apply to any Goods which are repaired or altered outside of Seller's factory without Seller's prior written approval. These warranties shall not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application, any failure due to lack of compliance with Seller's recommended installation, operating and/or maintenance procedures, and defects due to Buyer's incorrect specifications. Seller has no liability for removal, recovery, transportation, or reinstallation of the Goods. Seller's warranty liability, including defects caused by Seller's negligence, 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. In no event shall seller be liable for the cost of substitute products, rentals, or services obtained by Buyer from others to cover any Goods or Rentals which are not in compliance with the warranties provided under this provision. To the extent that Buyer or its agents has supplied specification, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that the actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Buyer shall notify Seller in writing within 30 (thirty) days after Buyer's discovery of any warranty defects within the warranty period. For Goods, Seller shall, at its sole option, either (i) repair, correct the defective portion of the Goods or (ii) replace EXW point of manufacture the defective portion of the Goods, or (iii) refund the purchase price of the portion of the Goods proven to be defective. For Rentals, Seller shall at its sole option: (i) replace the affected portion of the Rentals or (ii) provide a proportionate refund or credit to Buyer of the paid Rentals price of the defective portion of the Rental. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Any repair or replacement shall not cause the original term of warranty on the Goods to be extended, the Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or 90 (ninety) days from the date of shipment, whichever is longer. Allegedly defective items must be held for inspection or returned to Seller's designated point upon request, at Buyer's expense. Seller shall have the right to inspect the Goods or Rentals claimed to be defective and shall have the right to determine the cause of such defect before Buyer is entitled to any remedy. Goods returned to Seller for which Seller provides replacement under this warranty shall become the property of Seller.

Buyer assumes responsibility for specifying hazardous zone & design requirements for Seller's Goods and Rentals location and for materials processed in Seller's Goods and Rentals. It is Buyer's responsibility to explicitly follow Seller's Installation/Operation manual and practice industry safe norms for material being processed. Explosions and other excess pressure conditions within equipment are not predictable as to timing, intensity, total energy capacity, location, rate or the like. In addition, these conditions are frequently a function of a process or operation totally dependent upon the user.

It is expressly understood that any technical advice or recommendation furnished by Seller with respect to the use of the Goods is given free of charge and shall be advisory only. Seller does not warrant the accuracy or completeness of such technical advice or recommendation and Seller assumes no obligation or liability for the advice or recommendation given, or results obtained by Buyer. Buyer's reliance upon such

advice or recommendation shall be at Buyer's sole risk.

Any Services are provided "AS-IS" and Seller makes no guarantee or warranty, express or implied, as to such Services.

**THE FOREGOING WARRANTIES IN THIS ARTICLE 5 FOR WORK ARE IN LIEU OF AND NEGATE ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW. WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL NOT APPLY. SELLER'S WARRANTIES AND OBLIGATIONS, AND BUYER'S REMEDIES, HEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATION, WARRANTY, RIGHT, REMEDY, CLAIM OR CAUSE OF ACTION ARISING FROM, OR RELATING TO, THESE TERMS AND CONDITIONS. ARTICLE 5 SHALL APPLY TO ANY PERSON WHO MAY BUY, RENT, ACQUIRE, OR USE THE GOODS, RENTALS OR SERVICES, INCLUDING ANY PERSON WHO OBTAINS THE GOODS, RENTALS OR SERVICES FROM BUYER, AND SUCH PERSON SHALL BE BOUND BY THE LIMITATIONS HEREIN. BUYER AGREES TO PROVIDE SUCH SUBSEQUENT TRANSFEREE CONSPICUOUS, WRITTEN NOTICE OF THESE TERMS AND CONDITIONS AND OBTAIN THEIR CONSENT TO THE SAME.**

**6. INDEMNITIES:** For the purposes of these Terms and Conditions, "Group" means either Seller or Buyer and its respective contractors of any tier, subcontractors, consultants, agents, invitees, lessors, Buyer's clients (as part of Buyer Group), and its and their parents, affiliates, subsidiaries, and each of their respective officers, directors, managers, shareholders, members, representatives, servants, consultants, agents, employees and invitees.

**IT IS EXPRESSLY AGREED THAT NEITHER BUYER NOR SELLER SHALL BE LIABLE TO THE OTHER PARTY AND ITS GROUP FOR AND THE PARTIES SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THE WORK OR OPERATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF ASSETS (INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF BUSINESS, OR BUSINESS INTERRUPTION OR DOWNTIME), AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY PARTY.**

**WHEN SERVICES ARE PROVIDED BY SELLER AT BUYER'S FACILITY AS PART OF THE ORDER, SELLER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF SELLER GROUP ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THE ORDER. BUYER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF BUYER GROUP ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THE ORDER..**

**7. APPLICATION OF INDEMNITIES:** The assumption of liability and indemnities in these Terms and Conditions shall apply to any loss, damage, liability, expense, injury, illness, death or claim arising out of or in connection with these Terms and Conditions and/or the Work provided hereunder, without regard to the cause(s) thereof including, without limitation, strict liability, ultrahazardous activity, breach of express or implied warranty, imperfection of material, defect or failure of equipment, defect or "ruin" or other condition of premises, including any conditions that pre-exist the performance of the order, or the sole, joint, concurrent or gross, active or passive, negligence or other fault of the indemnified group.

**8. ANTI-INDEMNITY AND INSURANCE SAVINGS CLAUSE:** If any defense, indemnity or insurance provision contained in these Terms and Conditions conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it

**is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.**

**9. LIMITATION OF LIABILITY:** IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL SELLER'S TOTAL LIABILITY TO BUYER GROUP AND/OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE ORDER EXCEED THE PRICE PAID BY BUYER FOR THE WORK PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL WAIVE, PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL SUCH LIABILITY IN EXCESS OF THIS AMOUNT

**10. INSURANCE:** Each party, as indemnitor, agrees to support the indemnity obligations it assumes under these Terms and Conditions, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. 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, and to the same extent such coverage shall be primary to that carried by the indemnified Group.

**11. CARE OF RENTAL:** Buyer shall ensure that the Rental is operated in accordance with Seller's recommended operational specifications and parameters. Buyer shall be solely responsible for ensuring that the Rental is (i) maintained in good working order at all times throughout the Rental period by suitably qualified and competent parties and (ii) prior to its return to Seller, refurbished to its original state and condition, cleaned and decontaminated, save and except for ordinary wear and tear. The Rental shall be prepared for return including installation of shipping brackets and returned freight pre-paid to Seller designated facility. For any Rental, at Seller's ultimate discretion: (i) lost or damaged beyond repair, Buyer shall indemnify and compensate Seller based on Seller's most recent replacement price; (ii) damaged but capable of repair, all repair work shall be completed at Seller's direction and Buyer shall indemnify and compensate Seller for all costs incurred as a result of such repair. Buyer shall compensate and indemnify Seller for any cleaning or decontamination of the Rental. All consumables and disposable items, including but not limited to screens, gaskets, spout connectors and media shall be purchased outright and are not returnable. Buyer shall provide Seller and its authorized representative with full access to all sites to enable inspection of the Rental.

**12. INTELLECTUAL PROPERTY INFRINGEMENT:** SELLER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, LIABILITIES, COSTS OR EXPENSES WHICH MAY BE INCURRED BY OR BROUGHT OR ASSERTED AGAINST BUYER FOR ANY LOSS OR CLAIM FOR INFRINGEMENT OF ANY U.S. PATENT, LICENSE, TRADE SECRET, COPYRIGHT, AND/OR ANY OTHER SUCH INTELLECTUAL PROPERTY ARISING OUT OF THE NORMAL USE OF SELLER'S GOODS PROVIDED TO BUYER UNDER THESE TERMS AND CONDITIONS.

NOTWITHSTANDING THE FOREGOING, SELLER SHALL NOT OWE AN INDEMNITY AND WILL NOT BE LIABLE FOR INTELLECTUAL PROPERTY INFRINGEMENT THAT ARISES: (I) WHEN SELLER'S WORK HAS BEEN SPECIALLY MODIFIED, DESIGNED AND/OR MANUFACTURED TO MEET BUYER'S SPECIFICATIONS; (II) OUT OF UNAUTHORIZED ADDITIONS OR MODIFICATIONS TO SELLER'S WORK; (III) WHEN BUYER'S USE OF SELLER'S WORK DOES NOT CORRESPOND TO SELLER PUBLISHED STANDARDS OR SPECIFICATIONS; (IV) OUT OF BUYER'S USE OF SELLER'S WORK IN COMBINATION WITH WORK NOT PROVIDED BY SELLER; (V) AFTER EIGHTEEN (18) MONTHS HAVE PASSED SINCE SELLER'S GOODS HAVE BEEN DELIVERED TO BUYER; OR (VI) IF BUYER DOES NOT PROVIDE WRITTEN NOTICE TO SELLER WITHIN TEN (10) DAYS OF RECEIVING SERVICE OF PROCESS OR OTHER NOTICE OF AN IMPENDING INFRINGEMENT CLAIM. BUYER SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER GROUP AGAINST ANY CLAIM, EXPENSE, JUDGMENT OR LOSS FOR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT WHICH RESULTS FROM A CLAIM BASED UPON (I), (II), (III), AND/OR (IV) HEREIN.

**13. OWNERSHIP OF INTELLECTUAL PROPERTY:** While performing the order(s) for Buyer, Seller may utilize Seller's intellectual property and/or develop additional expertise, know-how, inventions, ideas, designs, methods, or processes which are Seller's exclusive property and which Seller may freely utilize in providing goods and services for itself and/or its other customers. Except where expressly and specifically indicated in writing in a separate development agreement executed by the Parties, and in exchange for appropriate payment, Seller does not develop any

intellectual property (including, without limitation, copyrights, patents, expertise, know-how, inventions, ideas, designs, methods, and/or processes) for ownership by Buyer under these Terms and Conditions, and Seller retains sole ownership of any such intellectual property created during the performance of an order hereunder.

Notwithstanding the foregoing, Buyer shall own any inventions, ideas, or designs (whether patentable or not) solely developed by Buyer, its personnel, or contractors.

**14. PERFORMANCE DELAYS:** Performance dates are estimates only and are given as accurately as conditions permit. Seller shall not be liable for damages caused by delays in performance.

Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; terrorism, insurrection, revolution, piracy, fire; flood; weather, lightning, blizzards, tornadoes, earthquakes, ice storms, tropical storms and hurricanes; sabotage; epidemics, pandemics, strikes, lockouts, or labor disputes; civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing.

If Seller determines that its ability to supply the total demand for the Work, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its Buyers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**15. CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges including but not limited to (i) Work completed by Seller at the date of cancellation, (ii) any costs, charges, and expenses incurred by Seller arising out of such cancellation and (iii) Seller's reasonable expected profit thereon. Seller's determination of such termination charges shall be conclusive.

**16. CHANGES:** Buyer may request changes or additions to the Work consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery subject to Buyer's acceptance. 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 original executed/accepted order.

Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

**17. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be null and void.

**18. DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with these Terms and Conditions are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore.

**19. SAFETY:** Buyer agrees to follow proper safety rules and use proper safety equipment in connection with the use of Goods. Buyer also agrees to ensure that the Goods are being used safely and that all instructions and warnings are passed on to those persons who use the Goods. Buyer agrees to release, protect, defend, indemnify, and hold Seller harmless if it fails to do so.

**20. TRADE AND CUSTOMS COMPLIANCE:** (a) Buyer shall ensure that it and its Group are bound by and comply with the applicable laws, including sanctions laws and trade compliance 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 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 a written notice to the Buyer, with the details and specifics of the applicable sanction laws and regulations. Provided that all conditions in this paragraph (c) are satisfied, Seller may suspend or delay 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 Goods, Rentals and/or Services, 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 (including those applicable to nuclear, missile, chemical, or biological weapons proliferation) without first obtaining all required government authorizations.

**21. GENERAL PROVISIONS:** These Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller.

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Party to be bound, and no modification or additional terms shall be applicable to these Terms and Conditions by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms of variance with or in addition to those set forth herein.

No waiver by either Party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the Party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of these Terms and Conditions shall be governed by the laws of (i) the state of Texas for orders entered into the United States, (ii) the province of Alberta for orders entered into in Canada, and (iii) England (UK) for all other orders entered into outside the United States and Canada. The Parties agree that the law of the selected jurisdiction shall apply exclusive of any principles of conflicts of laws that would require application of the substantive laws of another jurisdiction. The Parties agree that any legal action, suit or proceeding hereunder involving claims directly or indirectly arising from, related to or in connection with any orders, the Work, and these Terms Conditions shall be brought exclusively (i) in the state or federal courts located in Harris County, Texas for orders entered into in the United States, (ii) the courts of Alberta for orders entered into Canada, and (iii) the courts of England (UK) for orders entered into outside the United States and Canada. Each Party hereby consents to submit itself to the personal jurisdiction of such courts and waives any objection that such courts are an inconvenient forum or venue. No action, regardless of forms, arising out of transactions relating to these Terms and Conditions, may be brought by either Party more than 2 (two) years after the cause of action has accrued. The Convention for the International Sales of Goods shall not apply to these Terms and Conditions.

**Seller's Standard Terms and Conditions in Seller's quotation and/or sales order acknowledgement shall prevail in the event of any conflict with any terms and conditions provided by Buyer in any form; Buyer's standard terms of purchase will not be considered a counteroffer to Seller's Terms and Condition. The failure of Seller to object to any provision in conflict herewith whether contained in the Buyer's order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.**

**In the event Seller and Buyer have a separate, valid, prior written agreement in place with respect to this Work and executed by both Parties, then such written agreement shall take precedence and govern.**

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