



## TERMS AND CONDITIONS OF PURCHASE ORDER

1. DEFINITION. In these terms and conditions, Oil States Industries (Asia) Pte Ltd, a company incorporated in Singapore, will be referred to as the "Buyer," the materials, articles, or services to be furnished will be referred to as the "Products," the order to which these Terms and Conditions are attached will be referred to as the "Purchase Order," the person or firm to which the Purchase Order is addressed will be referred to as "Vendor," and for purposes of the indemnities set forth herein, Buyer, its parents, affiliates, subsidiaries, assigns, successors, and their officers, directors, employees, agents and representatives will be referred to as "Indemnitee." Any provisions contained in any acknowledgement, invoice, or other document issued by Vendor shall not operate to vary any of the terms and conditions set forth herein unless expressly agreed to by Buyer in writing. Buyer's failure to object to terms contained in any such document or communication from Vendor will not be a waiver of the terms set forth herein.

2. INSTRUCTIONS. (a) Attach to invoice either the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made, as well as receipted freight bills covering charges for prepaid freight or express. Invoices covering partial shipments must be marked partial; provided, however, that no partial shipments are permitted unless authorized by Buyer in writing. (b) Purchase Order number, release number and shipper's name must be shown on certificate of analysis, bill of lading, packing list, invoice and any other corresponding documents, include two (2) copies of packing list with each shipment. (c) Do not execute this Purchase Order at higher prices without written consent from Buyer. No charges are allowed for demurrage, packaging or palletizing unless by written agreement signed by Buyer. (d) The cash discount period available to Buyer shall commence on the date of the receipt of the Products or on the date of



receipt of the invoice, whichever may be the later. After shipment mail invoice in triplicate to Buyer's accounting department showing cash discount on face of invoice and have original bill of lading attached. (e) All invoices must be submitted within sixty (60) days of delivery of the shipment or completion of the work. Failure to timely submit invoices shall release Buyer of any liability to Vendor for the Products.

3. ACCEPTANCE. The written acceptance of this Purchase Order by Vendor, the shipment of any Products, the commencement of any work, or the performance of any services hereunder by Vendor, shall constitute acceptance by Vendor of this Purchase Order and its terms and conditions.

4. PACKING, SHIPPING & DELIVERY. Vendor shall reimburse Buyer for all expenses and damages incurred by Buyer as a result of improper packing, marking or routing. Buyer shall not pay charges for packing, crating, freight, express, cartage or other costs unless specified in the Purchase Order. Time is of the essence to Buyer. If the Products are not delivered within the time or times specified in this Purchase Order (or within a reasonable time if no time is specified), Buyer may, at its option, (a) refuse to accept such Products and terminate this Purchase Order, or (b) cause Vendor to ship such Products by the most expeditious means of transportation and any costs of such transportation in excess of the cost of the method which would have otherwise been used shall be for the account of Vendor. Without prejudice to Vendor's obligation to deliver the Products on time, Vendor shall give Buyer notice in writing immediately if any delay is foreseen. Buyer shall not be required to make any payment in respect of Products shipped by Vendor in advance of the specified shipping date until the date specified in this Purchase Order for such Products. Title to the Products shall pass to Buyer at the time of delivery, provided that any passing of title shall not prejudice Buyer's right to reject Products as set forth herein, and further provided that where advances or progress payments are made, title,



but not risk shall pass to Buyer as soon as items are identified to the Purchase Order. All items so identified shall be adequately marked and recorded as being the property of Buyer.

5. ASSIGNMENT. Vendor may not assign or subcontract the Purchase Order or the performance thereof, in whole or in part, without the prior written consent of Buyer. Upon such consent, Vendor shall ensure there is a written contract between Vendor and any of its subcontractors in connection with these Terms and Conditions of Purchase which imposes terms equivalent to if not greater than those imposed on Vendor. Notwithstanding such consent, any payment to an assignee or subcontractor shall be subject to right of set-off of any claim which Buyer may have against Vendor, except to the extent that such claim is expressly waived in writing by Buyer. This Purchase Order and Buyer's rights hereunder shall be freely assignable by Buyer.

6. INSPECTION. Buyer reserves the right to visit Vendor's manufacturing or other facilities at all reasonable times and places in order to inspect work in progress which is the subject of this Purchase Order. Vendor agrees to admit to its premises such quality control personnel as may be dispatched there by Buyer and permit those representatives to make a full and complete inspection of all goods, materials, procedures, sub-assemblies, facilities, tooling and machines employed in producing the items called for in this Purchase Order. Neither Buyer's approval of Vendor's proposed design, product specifications, test plans and/or procedures, manufacturing processes, methods, tooling or facilities, nor Buyer's inspection, failure to inspect, acceptance of delivery, payment or use of the Products described herein, shall relieve Vendor of any of its obligations hereunder. Payment for Products on this Purchase Order shall not constitute an acceptance thereof but all Products shall be received subject to Buyer's inspection and rejection. Final inspection, testing and acceptance shall be at Buyer's plant or other places designated by Buyer in writing. Defective Products or Product not in accordance with Buyer's specifications or Products which have been damaged in shipment due to improper



packing, crating, preparation or loading by Vendor or its agents (and for which Buyer does not elect reimbursement under Section 4 hereof), will be held as Vendor's property, at Vendor's risk and subject to Vendor's disposition. Products returned as defective shall not be replaced without a purchase order.

7. PATENTS AND INVENTIONS. Vendor shall release Indemnitee from any liability to Vendor for, and shall indemnify, defend and hold harmless Indemnitee and its customers and users of Products from and against any and all loss, damages, liability, claims, suits, demands, costs and expenses (including attorney's fees) for actual or alleged infringements of any patent rights, copyrights, or unauthorized use of trade secrets or proprietary information in the manufacture, use or disposition of any Products furnished by Vendor, or the use of any process in the performance of services hereunder, the design or specification for which Products or process were not supplied by Buyer. Indemnitee may assume its own defense in any such suit or proceeding in which event the foregoing indemnity agreement to hold Indemnitee harmless shall extend to all of Indemnitee's costs therein, including attorney's fees and litigation costs. The preceding provision regarding Indemnitee's right to assume its own defense shall apply to all indemnities set forth herein. Any and all ideas, inventions (whether or not patentable), and improvements whatsoever conceived, discovered, or developed, in whole or in part, by Vendor and Vendor's employees specifically in connection with performance of this Purchase Order shall be and remain the sole and exclusive property of Buyer. Vendor agrees that it will, on demand, at Vendor's expense, assist and require and bind Vendor's employees to assist in the preparation, execution and delivery of any disclosures, patent applications, or other papers required by Buyer to obtain and enforce patents in the United States and foreign countries and to execute and deliver to Buyer any assignment or other documents which Buyer deems necessary to perfect Buyer's right, title and interest in and to said ideas, inventions, and improvements.



8. INSURANCE, RISK OF LOSS AND INDEMNITY. All risk of loss to the Products shall be that of the Vendor until acceptance of the Products in writing by Buyer at Buyer's plant or other place designated by Buyer. All designs, tools, drawings and any other property of Buyer, while in Vendor's possession, shall be at Vendor's risk against loss or damage from all hazards and Vendor shall reimburse Buyer for any such loss or damage. VENDOR HEREBY RELEASES INDEMNITEE FROM ANY LIABILITY TO VENDOR FOR, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEE FROM AND AGAINST ALL ACTIONS, CLAIMS, LOSSES AND EXPENSES (INCLUDING WITHOUT LIMITATION ALL COURT COSTS AND ATTORNEY'S FEES), RELATING TO ANY CLAIM OF INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF OR RELATED TO HAZARDOUS OR DEFECTIVE MATERIAL OR WORKMANSHIP IN ANY PRODUCTS SOLD HEREUNDER OR DUE TO VENDOR'S FAILURE TO TIMELY PROVIDE INFORMATION OR ASSISTANCE REQUIRED HEREUNDER. If Vendor's employees, agents or other representatives enter upon premises occupied by or under control of Indemnitee or their customers or suppliers in the course of the performance of this Purchase Order, Vendor shall take all necessary precautions to prevent the occurrence of injury or death to any person or damage to or loss of any property arising out of any acts or omissions of such employees, agents or other representatives of Vendor and, unless any such injury or damage is due solely and directly to Buyer's negligence, SHALL RELEASE INDEMNITEE FROM ANY LIABILITY TO VENDOR FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEE FROM AND AGAINST ALL ACTIONS, CLAIMS, LOSSES AND EXPENSES (INCLUDING WITHOUT LIMITATION ALL COURT COSTS AND ATTORNEYS' FEES), RELATING TO ANY CLAIM OF INJURY TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF OR RELATED TO ANY ACT OF OR OMISSION OF VENDOR, ITS EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES. Vendor shall maintain



and submit to Buyer certificates evidencing such Comprehensive General Liability, Products Liability, Auto Liability and Employer's Liability and Worker's Compensation Insurance as will insure Indemnitee in accordance with the foregoing indemnities and protect Indemnitee from any claims under the Workmen's Compensation Act. Liability limits shall be not less than \$1,000,000 combined single limit bodily injury and property damages per occurrence. Such insurance shall be primary and non-contributing with any other insurance available to Indemnitee. Such insurance shall also provide for a waiver of underwriters' rights of subrogation against Indemnitee and shall name Indemnitee as an additional insured on all policies with the exception of workers' compensation. This provision shall survive expiration or termination of the Purchase Order.

9. VARIATION IN QUANTITY. Unless authorized by additional Purchase Order or change order, any variation in the quantities herein called for will not be accepted, and any Products received in excess thereof may be returned to Vendor at Vendor's expense.

10. VARIATION IN PRICE. The prices shown on this Purchase Order are firm and fixed unless otherwise agreed to in writing by Buyer. Buyer shall receive the benefit of any general reductions in Vendor's prices prior to delivery and in no event shall Buyer be charged higher prices than Vendor's similar customers who take delivery in substantially the same amounts. Unless otherwise noted herein, Vendor is responsible for the prompt payment of all applicable taxes in effect at the time of sale hereunder and shall detail such taxes apart from the price of the Products on all invoices submitted. VENDOR ALSO AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNITEE AGAINST ALL ACTIONS, CLAIMS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY FAILURE TO PAY SUCH TAXES.



11. VARIANCE FROM SPECIFICATIONS. Any variation from specification requirements must be noted on the Acknowledgment copy hereof. No variation is accepted until a change order is issued approving it.

12. WARRANTIES. Vendor warrants that all material covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished by Buyer, and will be merchantable, fit for the purpose intended, of good material and workmanship and free from all defects in design, material and workmanship. Vendor shall at its sole expense, including the expenses of Buyer in returning or storing the Products, repair or replace any Products, at the election of Buyer, (a) which fail to conform to the specifications set forth in this Purchase Order, (b) which otherwise prove to be defective within the latest of one (1) year of installation, eighteen (18) months from the date of shipment, or any warranty period on the face hereof or (c) which otherwise are in breach of the foregoing warranties or of any other provision of this Purchase Order. In the event of the failure of Vendor promptly to repair or replace any of the foregoing described Products, Buyer, after reasonable notice to Vendor, may make such corrections or replace such Products and charge Vendor the cost incurred by Buyer in doing so. Vendor shall, for a period of two (2) years after the date of shipment of the Products sold hereunder or such longer period as may be required by law, retain all documents which relate to the quality of the material used in performing the work required under this Purchase Order and shall upon reasonable notice make those documents available to Buyer for inspection and copying. All warranties shall inure to the benefit of and be enforceable by Buyer, its affiliates, and its assignees.

13. CANCELLATION. (A) Cancellation with cause: In addition to Buyer's rights to cancel set forth elsewhere in this Purchase Order, Buyer may cancel this Purchase Order, partially or entirely, effective on the date of such cancellation or such other date as Buyer may designate, for any one of the following reasons: (1)



failure of Vendor to use due diligence to perform as specified; (2) failure of Vendor to deliver as specified, or within a reasonable time if no time is specified, unless such failure is caused by an event of Force Majeure, as described below; (3) in the event of any proceedings in bankruptcy, insolvency or receivership by or against Vendor or the appointment of an assignee for the benefit of creditors; (4) the cancellation of an order or contract placed with Buyer by a third party principal for materials, articles, or services included in this Purchase Order; or (5) the failure of Vendor to perform any provision of this Purchase Order. In the event of any such cancellation, Buyer, shall have the right: (a) to refuse to accept delivery of the Products; (b) to return to Vendor any Products already accepted, to recover from Vendor all payments made therefor and for freight, storage, handling and other expense incurred by Buyer and to be relieved from liability for any future payments to Vendor; (c) to recover any advance payments to Vendor for undelivered or returned Products; and (d) to purchase replacement Products elsewhere and charge Vendor with any resultant losses. No returned Products shall be replaced by Vendor without Buyer's written replacement order. (B) Cancellation without cause: Buyer may cancel this Purchase Order, partially or entirely, effective on the date of such cancellation or such other date as Buyer may designate, at any time without cause or default of Vendor. Vendor shall, upon Buyer's request, immediately suspend shipments of Products. Payment for Products completed before notice of cancellation shall be made at the price specified in this Purchase Order. Vendor's verifiable additional expenses directly resulting from such cancellations and suspensions, shall be equitably adjusted between Buyer and Vendor and this Purchase Order modified accordingly.

14. RIGHTS & REMEDIES. Termination by either Buyer or Vendor shall not prejudice any claim for damages and/or non-performance Buyer would otherwise have against Vendor. The rights and remedies of





Buyer set forth in this Purchase Order are not exclusive and are in addition to all rights and remedies of Buyer at law or equity.

15. HAZARDOUS MATERIALS OR SUBSTANCES. Vendor shall notify Buyer in advance of shipment, or at any other time it becomes known, if the Products to be furnished hereunder contain any hazardous or dangerous materials or substances. Vendor shall advise Buyer of any hazards associated with the handling, use, storage or disposal of the Products and/or any by-products thereof, and shall furnish Buyer with copies of all relevant information concerning the physical, chemical and toxicological properties of the Products, and emergency steps to be used in the event of a health, safety, or environmental incident involving hazardous materials contained in the Products.

16. CHANGES. Buyer may at any time specify additions, deletions or modifications (collectively "Changes") to the specifications, designs, reports, blueprints, drawings; to the quantities of Products, services or work; or to any other condition or term of this Purchase Order in writing or orally with a prompt written confirmation. Vendor shall thereupon promptly advise Buyer of the extent to which the Change will cause an increase or decrease in the cost to Vendor or the time required for Vendor to perform under this Purchase Order. Buyer will thereupon determine whether it wishes to proceed on the basis of the Change. Buyer will notify Vendor of Buyer's determination and the work will be performed by the Vendor in accordance therewith. Vendor shall not be entitled to compensation in addition to the price(s) specified in this Purchase Order unless such additional compensation shall have first been approved in writing by Buyer. Nothing contained in this section shall relieve Vendor from proceeding without delay in the performance of this Purchase Order as changed.



17. PROPRIETARY INFORMATION. This Purchase Order and any drawings, ideas, specifications and information attached hereto or communicated herewith are the loaned property of Buyer and must be returned upon completion of Vendor's use. Neither this Purchase Order nor any drawings, designs, ideas, specifications, oral instructions or information concerning Buyer's use of the Products, or any other information and know-how associated herewith may be used, lent, copied, reproduced or communicated in any manner by anyone without such party first obtaining written permission of Buyer. In the event persons not specifically authorized by Buyer gain access to such foregoing information, this Purchase Order, at the sole option of Buyer, may be canceled immediately. Unless otherwise expressly agreed in writing, Buyer accepts no obligation of confidence to Vendor with respect to any drawings, ideas, specifications or other information divulged by Vendor for equipment, operations or designs witnessed by Buyer at Vendor's plant.

18. FORCE MAJEURE. If Buyer or Vendor is prevented from carrying out any of the provisions hereof by reason of acts of God, including but not limited to earthquake, cyclone, fire, flood, war, revolution, blockade, strike, riot, delay by carrier, fuel shortage, embargo, lockout or other labor disturbance, actual or potential, the operation of statutes or laws, interference of civil or military authority, or other cause beyond the reasonable control of the parties, the party so interfered with shall be excused from performing hereunder to the extent of such interference. Vendor shall insert the substance of this provision in any orders issued by it which are applicable to this Purchase Order. The party claiming Force Majeure shall give the other party prompt notice of same with reasonably complete particulars.

19. COMPLIANCE WITH LAWS, ETHICAL BUSINESS PRACTICES. This Purchase Order is subject to all statutes, regulations and rules of the Republic of Singapore. Vendor warrants the Products provided under this Purchase Order shall be provided in compliance with all relevant legislation, laws, regulations and



any other requirements of any government authority having jurisdiction over Vendor or Buyer's activities, wherever located, which are in effect at the date of the Purchase Order or which may in the future become applicable. Copies of relevant portions of the prime contract under which this Purchase Order is issued, if not attached and made a part hereof, will be furnished upon request by Vendor. Prior to the performance of any work or the rendering of any services pursuant to this Purchase Order, Vendor shall procure, at its expense, all necessary permits, certificates and licenses necessary for compliance therewith. In the performance of this Purchase Order, Vendor shall make all reasonable efforts to avoid and prevent any conditions which may result in a conflict with Vendor or Buyer's best interests.

20. **ANTICORRUPTION AND TRADE COMPLIANCE.** Without limiting the generality of the preceding section, Vendor represents and warrants that it and its employees, agents, subcontractors, or any other party associated with Vendor have not and shall not offer, authorize, make or promise to make any payment or gift, or transfer anything of value, directly or indirectly, to (i) any governmental official or employee, including employees of government controlled entities, (ii) any official, candidate, or employee of a public international organization or political party, or (iii) to any third party knowing or having reason to know that such third party will give the payment or any portion thereof, to any of the aforementioned parties (hereinafter "Restricted Parties") in order to obtain or return business, or for any other improper purpose, in violation of any applicable anti-bribery and anti-corruption conventions and laws including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act. Vendor warrants it will comply with all relevant laws regarding bribery and corruption including local laws related to anticorruption, anti-kickbacks, and anti-money laundering. When applicable, Vendor shall ensure there is a written agreement with its agents, subcontractors, or any other applicable party which imposes terms equivalent to those imposed in this section. Vendor warrants, to the



best of its knowledge, none of its officers, employees or direct or indirect owners are Restricted Parties. Vendor shall immediately notify Buyer in writing upon becoming aware of or suspecting a Restricted Party is or becomes an officer of Vendor or acquires a direct or indirect interest. Any violation of the obligations contained in this section shall be considered a material breach and shall entitle Buyer to terminate the Purchase Order immediately without prejudice to any further rights or remedies available to Buyer. Buyer may retain such amounts owed to Vendor it reasonably believes necessary to compensate for such breach or violation and any monies paid by Buyer to Vendor in connection with such breach or violation shall be refunded to Buyer. Any modification or amendment under this Purchase Order is considered a reaffirmation of the foregoing warranties and representations of this section.

Vendor agrees that, in its performance under this Purchase Order, it is solely responsible for and warrants its compliance with the import and export laws and regulations of Singapore, the United States of America, and those of any other jurisdiction or country as may be applicable to any party including any applicable administrative requirements. Neither Vendor nor Buyer shall, directly or indirectly, sell, export, or reexport, or otherwise provide the Products under this Purchase Order to any individual, entity, destination, or for any use prohibited by the laws of the United States or any other jurisdiction or country that may be applicable without proper authorization by the appropriate governmental authorities. . Vendor shall provide to Buyer copies of such compliance forms and documents as requested by Buyer verifying Vendor's compliance with such laws and regulations. The obligations of this Section 20 shall survive termination of this Purchase Order.

**TO THE EXTENT PERMITTED BY LAW, VENDOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FOR ALL LIABILITIES, DAMAGES, COSTS (INCLUDING LEGAL FEES), FINES,**



**PENALTIES AND/OR EXPENSES INCURRED AS A RESULT OF ANY VIOLATION OR BREACH OF THIS SECTION.**

21. CONFLICT MINERALS. Vendor acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act (“the Dodd-Frank Act”) and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold (“Conflict Minerals”). Vendor represents and warrants that it will, to the extent reasonably possible, use its best efforts to track the chain of custody of all Conflict Minerals contained in any products or materials provided by Vendor to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or some other nationally or internationally recognized due diligence framework that has been established by a body or group that has followed due-process procedures, including the broad distribution of the framework for public comment but only upon notice and approval by Buyer which shall not be unreasonably withheld). Vendor’s efforts shall encourage its sub-suppliers at any tier to comply with these requirements. At Buyer’s request (which may be as frequently as quarterly at Buyer’s discretion), Vendor must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI or (at Buyer’s discretion) in any other form that Buyer reasonably requests. Vendors are encouraged to support industry efforts to enhance traceability and responsible practices in global mineral supply chains.

22. GOVERNING LAW AND DISPUTE RESOLUTION. The interpretation and performance of this Purchase Order shall be governed by and construed in accordance with the laws of Singapore. Any controversy or claim arising out of or relating to this Purchase Order or its breach that is not settled by



negotiations of the Parties shall be settled by arbitration in accordance with the commercial arbitration rules in Singapore, then in effect, unless the Parties mutually agree otherwise in writing, and before an arbitrator selected in accordance with such rules. The arbitration shall be conducted in Singapore. The language to be used at any arbitration proceeding shall be English. Judgment on the award rendered by the arbitrator shall be final and may be entered for enforcement in any court in Singapore having jurisdiction thereof.

23. RIGHT TO AUDIT. For a period of at least two (2) years after final payment by Buyer under this Purchase Order, Vendor shall maintain all records and accounts directly relevant to the charges paid by Buyer hereunder. During this period Buyer shall have the right at all reasonable times to audit such records and accounts to verify that the charges for which Buyer was invoiced hereunder were proper. For the purposes of ensuring compliance with Section 20, Vendor shall permit, upon the request of and at the sole discretion of the Buyer, audits by independent auditors acceptable to Buyer, and agree that such auditors shall have full and unrestricted access to, and to conduct reviews of, all records related to the Products provided under the Purchase Order and to report any violation of the United States Foreign Corrupt Practices Act, UK Bribery Act or any other applicable laws and regulations.

24. ENVIRONMENT, SAFETY AND HEALTH. Vendor/Contractor, by accepting this Purchase Order, certifies that the Products/services furnished hereunder are in full compliance with all applicable OSI EHS requirements and all applicable provisions of the Workplace Safety and Health Act 2006, all applicable laws administered by the National Environment Agency (NEA) and all applicable standards issued pursuant thereto, including those referenced in that Act but issued under other legislation.

25. FREIGHT. Additional freight costs resulting from Vendor's inability to ship the complete order as a single shipment are for the Vendor's account, unless partial shipments are specifically authorized in writing by Buyer.



26. **WAIVER.** No claim of waiver, modification, supplement, amendment, consent or acquiescence with respect to any provision of this Purchase Order or the transactions contemplated hereunder shall be made against Buyer hereto except on the basis of a written instrument executed by or on behalf of Buyer. No waiver of any of the provisions of this Purchase Order by Buyer should be deemed or shall constitute a waiver of any other provisions, nor shall any such waiver constitute a continuing waiver.

27. **BINDING UPON ASSIGNS.** Subject to the limitations on assignment stated herein, this Purchase Order shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

28. **MISCELLANEOUS.** Nothing in this Purchase Order shall constitute either party the agent or legal representative of the other, and no partnership or joint venture shall be created thereby. Vendor shall at all times remain an independent contractor for all purposes. If any provision herein is or becomes invalid or illegal in whole or in part, such provisions shall be deemed, amended, as nearly as possible, to be consistent with the intent expressed in this Purchase Order, and if such is impossible, that provision shall fall by itself without invalidating any of the remaining provisions not otherwise invalid or illegal. Paragraph headings or titles are included for ease of reference and do not constitute any part of the text or affect its meaning or interpretation.

29. **ENTIRE ORDER.** This Purchase Order, including these Terms and Conditions, the specifications and any additional terms and conditions incorporated into and attached hereto, constitutes the sole and entire agreement between the parties. Vendor's quotation is incorporated in and made a part of this Purchase Order only to the extent of specifying the nature and description of the Products ordered, and then only to the extent that such items are consistent with the other terms of this Purchase Order. No other terms or conditions shall be binding upon Buyer unless accepted by Buyer in writing.



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30. SURVIVABILITY. The allocations of responsibility, indemnity obligations, and exclusions and limitations of damages set forth in this Purchase Order that apply to an event or condition that occurs during the performance of this Purchase Order shall survive and shall not be affected by the expiration or termination of this Purchase Order.