



## **OIL STATES INDUSTRIES (UK) LIMITED'S GENERAL TERMS AND CONDITIONS OF SALE**

### **CLAUSE 1 - DEFINITIONS AND TERMINOLOGY**

"AFFILIATE" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159, Companies Act 2006.

"AUTHORITY(IES)" shall mean all governmental agencies, quasi-government agencies, departments, or subdivisions and all federal, state, national, provincial, regional, municipal, local, or ecclesiastical authorities with jurisdiction over the WORK and/or with authority to impose or collect TAX or SALES TAX.

"CONFIDENTIAL INFORMATION" shall mean all confidential and proprietary information including without limitation know-how, intellectual property, ideas, designs, concepts, plans, data, customer details, supplier details, employee details, technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions or analysis of any such information, which (whether before, on, or after the date of the CONTRACT and whether in oral, written, visual, electronic in whatever form or on whatever media or by way of demonstrations or in any manner) is obtained directly or indirectly by or on behalf of PURCHASER from or on behalf of VENDOR or by virtue of having communications with VENDOR, which is directly or indirectly related to the CONTRACT.

"CONTRACT" shall mean the contract between the PURCHASER and the VENDOR for the supply of the GOODS, RENTAL EQUIPMENT and/or SERVICES; the CONTRACT shall comprise of the terms set out in this document and any additional terms agreed between the parties in writing, including but not limited to the PURCHASE ORDER.

"CLAIMS" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, legal fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this CONTRACT (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

"CUSTOMS DUTIES" shall mean all existing or future duties, payments, fees, charges, levies, taxes, or contributions payable to or imposed by any AUTHORITY as a result of import or export, whether permanent or temporary of any personnel to be provided by or on behalf of CONTRACTOR GROUP for the purposes of performing the SERVICES or PLANT into or out of any jurisdiction.

"EX-WORKS" means delivery shall be made to the Oil States Industries (UK) Limited's facility as specified on the PURCHASE ORDER (Ex-Works Incoterms 2010).

"FORCE MAJEURE" shall mean any act which is unforeseeable, insurmountable and outside the control of the parties, such As, but not limited to Act of God, epidemic, tidal wave, explosion, lightning, earthquake, hurricane, war (whether declared or not), riots (otherwise than among VENDOR'S employees), civil and military disturbance and acts of government or governmental authority or of a representative thereof (whether or not legally valid). Strikes shall only be considered as Force Majeure if they are official nationally declared strikes.

"GOODS" shall mean the materials, articles, products, equipment, materials or the like to be furnished or supplied by the VENDOR in accordance with the terms of the CONTRACT. The "GOODS" shall not include the "RENTAL EQUIPMENT".

"PURCHASER" shall mean the person, firm or company to whom this document is issued, and who has agreed to purchase the GOODS, RENTAL EQUIPMENT and/or SERVICES in accordance with the CONTRACT.

"PURCHASER GROUP" shall mean the PURCHASER, its AFFILIATES, its and their directors, officers and employees (including agency personnel), but shall not include the VENDOR, its subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel).

"PURCHASE ORDER" means the order in writing issued to the VENDOR by the PURCHASER.

"RENTAL EQUIPMENT" shall mean the equipment and tooling leased or hired from the VENDOR to the PURCHASER in accordance with the CONTRACT.

"RENTAL FEES" shall mean the fees payable for the RENTAL EQUIPMENT, during the RENTAL PERIOD.



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"RENTAL PERIOD" shall mean the period commencing on the day the RENTAL EQUIPMENT and/or VENDOR PERSONNEL leave the VENDOR's base, or such other place as stipulated on the PURCHASE ORDER or as otherwise agreed by the parties in writing, and ending when the RENTAL EQUIPMENT and/or VENDOR PERSONNEL are returned to the VENDOR's base, or such other place as stipulated on the PURCHASE ORDER or as otherwise agreed in by the parties in writing.

"SALESTAXES" shall mean any transfer tax, gross receipts tax, compensating use tax, use tax, sales tax, value added tax, goods and services tax business tax, consumption tax, or other transactional taxes imposed by any AUTHORITY arising or payable as a result of the performance of the SERVICES.

"SALES TAX INVOICE" shall mean an invoice meeting the applicable legal requirements, and which allows recovery, deduction or offset of such SALES TAXES within the relevant jurisdiction.

"SERVICES" shall mean any work, act or deed performed by the VENDOR, rather than a physical object, including but not limited to all services (including repair services), and the provision of personnel and consumables to be rendered in accordance with the CONTRACT.

"SPECIFICATION" shall mean the specification referred to on the face of the PURCHASE ORDER.

"SUBCONTRACT" shall mean any contract between VENDOR or its AFFILIATE and any party or between such party and its subcontractors of any tier (other than PURCHASER or any employees of CONTRACTOR) for the performance of any part of the SERVICES.

"SUBCONTRACTOR" shall mean any party (other than PURCHASER or its AFFILIATE) to a SUBCONTRACT.

"TAX" and "TAXES" shall mean, all existing or future taxes, corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, SALES TAXES, property taxes, impost, duties, CUSTOMS DUTIES, levies, withholdings taxes and fees, stamp duties, charge and other assessments in the nature of taxes, including any fines, penalties or interest, assessed or levied by the appropriate AUTHORITY.

"VENDOR" shall mean 'Oil States Industries (UK) Limited' a company duly incorporated and existing under the laws of Scotland (Company Number SC163254) having its registered office at: Site E6, Moss Road, Gateway Business Park, Nigg, Aberdeen, Scotland, AB12 3GQ

"VENDOR GROUP" means the VENDOR, its AFFILIATES, its and their directors, officers, employees (including agency personnel) and VENDOR PERSONNEL, but shall not include the PURCHASER, its subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel).

"VENDOR PERSONNEL" means employees' of the VENDOR performing the SERVICES in accordance with the CONTRACT.

"VARIATION" shall mean any change agreed between the VENDOR and PURCHASER in writing to amend the scope of work with reference to the form, the quality or the quantity of the GOODS, RENTAL EQUIPMENT and/or SERVICES to be provided, delivery schedules and/or the purchase/rental price thereof.

### 1.1 INTERPRETATION

- I. Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the CONTRACT.
- II. In the CONTRACT, where the context so requires, words denoting the singular include the plural and vice versa.
- III. Unless otherwise stated, references in this CONTRACT to clauses refer to clauses in this CONTRACT.
- IV. References to each party herein shall include references to its successors in title, permitted assigns and novatees.
- V. References to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted from time to time (whether before, on or after the date of the CONTRACT) and shall include without limitation, any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
- VI. The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any foregoing words and references to "including" and "include" shall be deemed to mean "including without limitation" and "include without limitation" respectively.



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- VII. References to date and time periods in the CONTRACT shall be construed in accordance with the Gregorian calendar.
- VIII. Unless otherwise stated "writing" includes, letters, email, fax and other similar means of communication.
- IX. Each party shall bear its own costs in connection with the preparation of this CONTRACT.

### **CLAUSE 2 - ENTIRETY OF CONTRACT**

- a) The CONTRACT constitutes the complete and exclusive statement of agreement and understanding between the PURCHASER and VENDOR, it supersedes and excludes all prior and contemporaneous proposals, understandings, agreements and/or representations, whether oral or written with respect to the supply of the GOODS, RENTAL EQUIPMENT and/or SERVICES provided hereunder.
- b) The PURCHASER acknowledges that no representations were made prior to the entering into of the CONTRACT and that in entering into the CONTRACT it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether innocently or negligently made) of any person (whether party to the CONTRACT or not) other than as expressly set out or referred to in the CONTRACT. For the avoidance of doubt to the furthest extent permitted by law, nothing in the CONTRACT shall exclude or limit VENDOR's liability for fraudulent misrepresentations or shall exclude (but the CONTRACT does limit) VENDOR's liability for any fundamental misrepresentation, including any misrepresentations to a matter fundamental to its ability to perform its obligations under the CONTRACT. Without prejudice to the provisions of this Clause 2 the only remedy available to PURCHASER for breach of the CONTRACT shall be for breach of contract under the terms of the CONTRACT.
- c) No servant or agent of the VENDOR has authority to agree any oral variation or modification of these Terms and Conditions in any circumstances whatsoever and any verbal agreement, modification, addition or variation to this CONTRACT is hereby expressly excluded and shall not become part of this CONTRACT under any circumstances whatsoever; no modification, extension or release from any provision of the CONTRACT, these Terms and Conditions or any other agreement between VENDOR and PURCHASER, shall be effected by the acknowledgement or acceptance by the VENDOR of a PURCHASE

ORDER or any other documents stipulating additional or different terms and conditions unless, the same shall be in writing, signed by authorised representatives of both VENDOR and PURCHASER and specifically described as an amendment or extension hereof. The PURCHASER'S acceptance of the GOODS, SERVICES and/or RENTAL EQUIPMENT to be provided hereunder shall be equivalent to and shall constitute the PURCHASER'S acceptance of, and assent to, the CONTRACT, including these Terms and Conditions.

### **CLAUSE 3 - INSPECTION, TESTING AND QUALITY ASSURANCE**

- a) Before despatching the GOODS and/or RENTAL EQUIPMENT, the PURCHASER may at his own cost carefully inspect the GOODS and/or RENTAL EQUIPMENT and perform any test referred to in the specifications on the face of this document, or referred to in the PURCHASE ORDER and as may be required by applicable regulations. The PURCHASER shall give the VENDOR at least seven (7) working days' notice in writing of their intention to perform such tests; such notice must state the time and location where the tests shall take place. The VENDOR shall be entitled to be present and represented where any such inspection of the GOODS and/or RENTAL EQUIPMENT is conducted by the PURCHASER.
- b) The PURCHASER shall also, at the request of the VENDOR, supply the VENDOR with true copies of all test documentation in connection with any inspection of the GOODS and/or RENTAL EQUIPMENT carried out by PURCHASER pursuant to Clauses 3(a) and;
- c) The PURCHASER shall be entitled to perform repeat or additional inspections and testing of the GOODS, SERVICES and/or RENTAL EQUIPMENT at any time. The PURCHASER shall give the VENDOR at least seven (7) working days' written notice of their intention to perform such additional tests or inspections. Upon receipt of such notice VENDOR shall, at the cost of the PURCHASER, use all reasonable endeavours to provide such facilities as may be reasonably required by the PURCHASER to perform such tests pursuant to this Clause 3.
- d) Upon delivery, PURCHASER agrees to inspect all GOODS and RENTAL EQUIPMENT furnished by VENDOR and shall notify VENDOR of any apparent defects therein before using such GOODS and/or RENTAL EQUIPMENT. Should PURCHASER use such GOODS and/or RENTAL EQUIPMENT without notifying VENDOR of any such apparent defect, PURCHASER shall be deemed to have assumed all risk and liability for any mishap that may occur in operations conducted hereunder by reason of failure in such GOODS and/or



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RENTAL EQUIPMENT due to such apparent defects. PURCHASER shall not be liable for claims due to latent defects.

- e) Should PURCHASER use the RENTAL EQUIPMENT without the express consent of the VENDOR, notwithstanding anything herein to the contrary, PURCHASER shall be deemed to have assumed all risk and liability for any loss or damage to property or person, which may occur by reason of using the equipment without the express consent of the VENDOR.

### **CLAUSE 4- DELIVERY**

- a) The VENDOR shall use all reasonable endeavours to ensure that all GOODS and/or RENTAL EQUIPMENT are properly packed, secured and delivered in as good a condition as can reasonably be expected under normal conditions of transport.
- b) The GOODS shall be delivered EX-WORKS (using the relevant incoterms 2010) unless otherwise specifically stated on the PURCHASE ORDER or agreed in writing between the parties. Where the PURCHASER requests the VENDOR to deliver the GOODS, or PURCHASER ships the GOODS itself, to a location other than the VENDOR's base, the PURCHASER shall be responsible for all transportation costs, import documentation, customs clearance, duties and any local taxes required to deliver the GOODS to such location.
- c) The RENTAL EQUIPMENT shall be delivered EX-WORKS (using the relevant incoterms 2010) unless otherwise specifically stated on the PURCHASE ORDER or agreed in writing between the parties. Where the PURCHASER requests the VENDOR to deliver the RENTAL EQUIPMENT, or the PURCHASER ships the RENTAL EQUIPMENT itself, to a location other than the VENDOR's base, the PURCHASER shall be responsible for all transportation costs, export documentation, customs clearance, customs duties and any local taxes required to deliver the RENTAL EQUIPMENT to such location and for all transportation costs required to deliver the RENTAL EQUIPMENT back to VENDOR's base.
- d) VENDOR PERSONNEL shall be mobilised EX-WORKS. RENTAL FEES and VENDOR PERSONNEL rates shall be payable for the RENTAL PERIOD and/or the duration of the SERVICES. PURCHASER shall be responsible for all transportation costs to and from the VENDOR's base unless otherwise stated on the PURCHASE ORDER or agreed in writing between the parties.

### **CLAUSE 5 - STORAGE**

- a) If for any reason the PURCHASER fails to take delivery of GOODS at the time when the GOODS are due and ready for delivery, the VENDOR shall at the risk of the PURCHASER store the GOODS and take all reasonable steps to safeguard them and prevent their deterioration under their actual delivery. GOODS stored at the VENDOR'S facility shall be subject to storage fees assessed by the VENDOR, the PURCHASER shall be liable for the reasonable costs of storage (including insurance) and shall assume liability for the loss or damage of GOODS stored by the VENDOR on their behalf regardless of whether the loss or damage is caused, either directly or indirectly, by VENDOR.
- b) Where the VENDOR has performed repair SERVICES on any GOODS and/or on any PURCHASER provided or owned goods, materials or equipment the VENDOR shall not be responsible for the storage of any surplus replaced parts. Where surplus replaced parts are left over in respect of such repair SERVICES, the VENDOR may either return such surplus replaced parts to the PURCHASER or destroy them. The VENDOR shall give PURCHASER ten (10) days' notice of its decision to either deliver the surplus replaced parts to the PURCHASER or to destroy them. During the ten (10) days' notice period the PURCHASER is invited to discuss the delivery or destruction of such surplus replaced parts with the VENDOR and the VENDOR shall endeavour to acquiesce to the preference of the PURCHASER.
- c) Where the PURCHASER delays the date of mobilisation in respect of the RENTAL EQUIPMENT and/or VENDOR PERSONNEL, the PURCHASER shall pay RENTAL FEES from the date upon which the RENTAL EQUIPMENT and/or VENDOR PERSONNEL were intended to leave the VENDOR's base in accordance with the PURCHASE ORDER (the "Intended Date") until the date on which the RENTAL EQUIPMENT and/or VENDOR PERSONNEL are returned to the VENDOR's base in accordance with the VENDOR's instructions. The PURCHASER shall also be liable to pay storage fees in respect of the RENTAL EQUIPMENT.

### **CLAUSE 6 - PASSING OF PROPERTY (TITLE AND RISK)**

- a) Title to the GOODS shall pass to the PURCHASER when the PURCHASER pays in full for the GOODS or part thereof in accordance with the CONTRACT.



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- b) Notwithstanding the terms of paragraph (a) of this Clause 6, title and risk in the GOODS shall pass to the PURCHASER when the GOODS are delivered in line with agreed incoterms, with VENDOR having a security interest in such GOODS until final payment is made. If the VENDOR postpones despatch for delivery at the request of the PURCHASER pursuant to Clause 6, hereof, the GOODS shall thereafter be at the PURCHASER'S risk until actual delivery.
- c) Title to RENTAL EQUIPMENT furnished under this CONTRACT shall remain with the VENDOR at all times. Notwithstanding the foregoing, all risk in the RENTAL EQUIPMENT, including but not limited to, risk of damage and loss, shall vest in the PURCHASER upon its possession by the PURCHASER, and shall remain with the PURCHASER until its return to the VENDOR at the place specified on the PURCHASE ORDER, or where no place is specified, to the VENDOR's base EX-WORKS, or other incoterms as referenced in the PURCHASE ORDER. Where the RENTAL EQUIPMENT is lost or damaged while in the possession of the PURCHASER or prior to the RENTAL EQUIPMENT being returned to the VENDOR, the RENTAL PERIOD shall be extended until all repairs are completed, or the PURCHASER has paid all RENTAL FEES due in respect of the RENTAL EQUIPMENT, plus the replacement value of such lost equipment not to exceed the depreciated value calculated at a depreciated rate of either 10% per annum or 1% per month as calculated to maximum depreciation equal to 50% of invoice value of new replacement equipment.
- d) Where the GOODS are to be delivered EX-WORKS, the GOODS shall be considered delivered and title and risk in such GOODS shall transfer to the PURCHASER, on the date on which the GOODS are present within the VENDOR's facility, separated from other goods within the VENDOR's facility and clearly labelled as belonging solely to the PURCHASER. The GOODS shall:

(i) be stored at the PURCHASER's sole risk regardless of the cause of any loss, damage, theft or any similar occurrence, except to the extent that such loss, theft or damage was caused directly and solely by the gross negligence of the VENDOR.

(ii) be appropriately labelled with PURCHASER's name and other relevant details and stored separately from all other goods present within the VENDOR's facility, which are not owned by the PURCHASER;

(iii) be stored on behalf of the PURCHASER in accordance with agreed remuneration, rates and prices.

- e) PURCHASER is solely responsible for insuring the GOODS against all risks.
- f) The VENDOR shall not use any such GOODS to fulfil other orders or commitments.
- g) VENDOR shall inform PURCHASER in writing that the GOODS are present within the VENDOR's facility, stored on PURCHASER's behalf and labelled appropriately, making reference to the PURCHASE ORDER, CONTRACT and any other relevant documents. PURCHASER agrees that such acceptance of delivery is unconditional and the VENDOR is under no obligation to perform any further actions or provide any further services.

### CLAUSE 7 - DELIVERY TIME

- a) The VENDOR shall use all reasonable endeavours to deliver the GOODS, SERVICES and RENTAL EQUIPMENT at PURCHASER'S cost to the place(s), at the time(s) and in the manner specified on the face of this document, or as may be notified in writing to VENDOR.
- b) For GOODS and/or RENTAL EQUIPMENT, where PURCHASER does not provide timely shipping instructions, or requests that VENDOR arrange shipment, transportation shall be arranged by the VENDOR in a commercially reasonable manner, at PURCHASER'S sole risk, and invoiced to PURCHASER at cost, or at the prevailing mileage rate for any vehicles provided by VENDOR. Delivery is subject to all applicable laws and regulations applicable thereto, and VENDOR is not responsible for any delay, loss or damage caused by such laws and regulations or for any other reason. VENDOR shall not be liable for any damage caused by delay in delivery. Within thirty (30) days after receipt of GOODS and/or RENTAL EQUIPMENT, the VENDOR shall be notified of any CLAIMS for shortages errors in shipment, or errors in charges.
- c) Where the PURCHASER delays the date of mobilisation in respect of the RENTAL EQUIPMENT and/or VENDOR PERSONNEL, the PURCHASER shall pay RENTAL FEES from the Intended Date until the date on which the RENTAL



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EQUIPMENT and/or VENDOR PERSONNEL are returned to the VENDOR's base in accordance with the VENDOR's instructions.

- d) If owing to any event of FORCE MAJEURE the VENDOR is unable to deliver the GOODS and/or SERVICES within a reasonable time of such event the PURCHASER will grant to the VENDOR such extension time as it equates to the period of the FORCE MAJEURE event, or as otherwise mutually agreed by the parties.
- e) Where the RENTAL EQUIPMENT and/or VENDOR PERSONNEL have already been mobilised from the VENDOR's base and subsequently an FORCE MAJEURE occurs, the PURCHASER shall be liable to pay the RENTAL FEES in respect of such RENTAL EQUIPMENT and/or VENDOR PERSONNEL until such RENTAL EQUIPMENT and/or VENDOR PERSONNEL have been returned to the VENDOR's base in accordance with the PURCHASE ORDER, or such other place as agreed between the parties.
- f) The VENDOR shall not be liable for any damages or delays caused by an event of FORCE MAJEURE under any circumstances.

### **CLAUSE 8 - WARRANTIES**

- a) VENDOR warrants GOODS of its own manufacture will conform to the specifications set forth in the PURCHASE ORDER and/or conform to the VENDOR's published specifications, and warrants against defects in material and workmanship for a period of twelve (12) months from the date of delivery, to the extent that it will repair or replace such GOODS EX-WORKS, VENDOR's base, when such GOODS are subjected to normal use and service, are returned to the VENDOR for inspection within thirty (30) days from the date of shipment of the GOODS from the PURCHASER's stock point and are proven to be non-conforming. This warranty will not apply to GOODS that have been used in a manner not intended by the manufacturer, that have been abused or misused, or that have been altered or repaired by PURCHASER or a third party.
- b) VENDOR will perform the SERVICES in a workmanlike manner consistent with prevailing industry standards and warrants the SERVICES provided shall, if applicable, conform to the specifications set forth in the PURCHASE ORDER and/or conform to the VENDOR's

published specifications. VENDOR further warrants the VENDOR PERSONNEL will be sufficiently qualified to perform the SERVICES in accordance with good industry practice.

- c) VENDOR shall reasonably endeavour to ensure that the RENTAL EQUIPMENT provided will be in good, working order and shall be in conformance with the descriptions and specifications set out in the PURCHASE ORDER for a period of thirty (30) days to the extent that it will repair or replace such non-conforming RENTAL EQUIPMENT EX-WORKS, VENDOR's base. Notwithstanding, this warranty will not apply where the PURCHASER has used, or allowed anyone else to use, the RENTAL EQUIPMENT in any manner or for any purpose for which, according to the manufacturer's operating manual, the RENTAL EQUIPMENT is not designed or reasonably suited. For the avoidance of doubt, PURCHASER shall assume all obligations and liabilities concerning the RENTAL EQUIPMENT and its safe use, operation, condition, and storage, including without limitation, liability for the loss, theft, destruction or damage to the RENTAL EQUIPMENT (or any part thereof) and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the RENTAL EQUIPMENT for any cause whatsoever when such RENTAL EQUIPMENT is in the care, custody and control of the PURCHASER GROUP.
- d) Although the VENDOR will take all reasonable precautions to ensure that purchased GOODS and/or RENTAL EQUIPMENT, or parts thereof, are of good quality, where GOODS and/or RENTAL EQUIPMENT, or parts thereof, are not of the VENDOR's manufacture, the VENDOR will only be liable to the PURCHASER for defects therein to the extent of the VENDOR's entitlement against the manufacturer or supplier thereof. VENDOR shall have no responsibility for the design or engineering of work or items hereunder, or for any PURCHASER-furnished materials or equipment. With regard to materials or equipment furnished by third party vendors and/or suppliers, VENDOR's liability therefor shall be limited to the assignment of such third party vendor's and/or supplier's warranty to PURCHASER; to the extent such warranties are assignable. VENDOR does not warrant the accuracy, correctness or completeness of any interpretations, interpretational data, research, analysis, recommendations, opinions or advice interpretations and/or recommendations, or that PURCHASER's and/or any third party's reliance on interpretations and/or recommendations will accomplish any particular results. PURCHASER assumes full responsibility for any use of, or reliance upon, interpretations and/or recommendations, and for all decisions based thereon, and PURCHASER hereby releases, indemnifies and holds harmless VENDOR (and its parent, subsidiary and affiliated





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or related entities, and sub- contractors, together with its and their respective directors, officers, employees, consultants, agents and invitees) from and against any and all claims, damages, costs, losses and liabilities in any way arising out of such use or reliance, without regard to the cause(s) thereof.

e) VENDOR shall not be liable for concealed or unusual conditions at the worksite, either above or underground, where such conditions were not reasonably discoverable through normal visual inspection, not indicated by PURCHASER, or where inadequate or incomplete information has been supplied by PURCHASER. In the event such concealed or unusual conditions result in delays and extra expense to VENDOR, an equitable adjustment shall be made in the PURCHASE ORDER price and schedule. VENDOR does not warrant that the GOODS, SERVICES and/or RENTAL EQUIPMENT provided will accomplish any particular result, and it is agreed that the remedies offered by VENDOR are expressly limited to:

- (i) the re-performance of non-conforming SERVICES, provided VENDOR is notified thereof in writing by PURCHASER prior to VENDOR's departure from the worksite;
- (ii) repair or replacement of RENTAL EQUIPMENT as may be necessary to correct such non- conformances, provided VENDOR is notified thereof in writing within thirty (30) days after delivery of the RENTAL EQUIPMENT, and/or
- (iii) subject to Clause 8(a), repair or replacement of non-performing GOODS. For the avoidance of doubt the VENDOR shall not be liable for removal, recovery or extraction of any GOODS and/or RENTAL EQUIPMENT from the PURCHASER's worksite or place of installation; all mobilisation and demobilisation of personnel, vessels, tools, any materials, freight, travel and any related expenses in performing rectification and warranty work shall be at PURCHASER's responsibility and cost.

f) No new warranty period shall be established for GOODS and/or RENTAL EQUIPMENT replaced or repaired, or SERVICES re-performed hereunder, which shall remain under warranty only for the remainder of the original warranty period. VENDOR's warranties and obligations hereunder shall terminate if:

- (i) PURCHASER fails to perform its obligations under this or any other agreement between the parties;
- (ii) PURCHASER fails to pay any charges otherwise due to VENDOR;
- (iii) non-conformances arise due to abnormal conditions, or incorrect specifications provided by PURCHASER;
- (iv) the GOODS and/or RENTAL EQUIPMENT are handled, stored or used improperly, or for an improper purpose, or in a manner inconsistent with VENDOR's recommendations;
- (v) the GOODS and/or RENTAL EQUIPMENT are altered or repaired without the prior written consent of VENDOR;
- (vi) the PURCHASER has tested and inspected of the GOODS and pursuant to Clause 3 above and has failed to notify VENDOR of an apparent defect;
- (vii) the non-conformances are due to PURCHASER's negligence, vandalism or FORCE MAJEURE event;
- (viii) where the non-conformance arises from normal wear and tear of usage.
- (ix) Without prejudice to Clause 17, the obligations and liabilities of the VENDOR outlined in this Clause 8 are the entire obligations and liabilities of the VENDOR in respect of GOODS, SERVICES and/or RENTAL EQUIPMENT.

g) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS STATED IN THIS CLAUSE 8, NO OTHER WARRANTY, CONDITION, REPRESENTATION, GUARANTEE OR OTHER TERM WITH RESPECT TO VENDOR'S GOODS, SERVICES AND/OR RENTAL EQUIPMENT IS MADE BY VENDOR, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING OUT OF COMMON LAW, OR CUSTOM, OR DUE TO PRIOR ORAL OR WRITTEN STATEMENTS BY VENDOR, ITS AGENTS OR OTHERWISE (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPOSE, SATISFACTORY QUALITY OR REASONABLE CARE AND SKILL.) THE REMEDIES SET OUT IN THIS CLAUSE 8 ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY BY VENDOR. VENDOR SHALL HAVE NO LIABILITY TO PURCHASER FOR ANY:**



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- (i) LOSS OF ACTUAL OR ANTICIPATED PROFITS;
- (ii) LOSS OF GOODWILL;
- (iii) LOSS OF BUSINESS;
- (iv) LOSS OF REVENUE OR THE USE OF MONEY;
- (v) LOSS OF CONTRACTS;
- (vi) LOSS OF REPUTATION;
- (vii) EX GRACIA PAYMENTS;
- (viii) LOSS OF OPERATION TIME;
- (ix) LOSS OF OPPORTUNITY;
- (x) LOSS OF ANTICIPATED SAVINGS;
- (xi) ANY DAMAGE'S RELATING TO THE PROCUREMENT BY PURCHASER OF ANY SUBSTITUTE GOODS, SERVICES OR RENTAL EQUIPMENT (I.E. "COST OF COVER");
- (xii) ANY SPECIAL, INCIDENTAL OR PUNITIVE LOSSES;
- (xiii) ANY INDIRECT OR CONSEQUENTIAL LOSS AS DEFINED BY ENGLISH LAW;

SUCH LIABILITY IS EXCLUDED WHETHER IT IS FORSEEABLE, KNOWN, FORESEEN OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, CLAUSES 8 g) (i) TO (xi) ABOVE APPLY WHETHER SUCH DAMAGE OR LOSS IS DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE.

### CLAUSE 9 - TAXES AND CUSTOMS DUTIES

- a) Unless otherwise expressly agreed in writing PURCHASER shall bear and discharge under its sole liability all and any taxes, imposts, levies, fees, stamps, stamp duties, custom duties, withholding taxes, and the like, levelled by whatsoever authorities not expressly payable by VENDOR under the CONTRACT arising from or in connection with the CONTRACT. PURCHASER shall likewise bear and discharge under its sole liability any fines and penalties pertaining to any of the above.
- b) PURCHASER shall indemnify and hold VENDOR harmless against all CLAIMS and liabilities in respect of the foregoing and shall on request provide to the VENDOR certification or proof of payment of the same.

PURCHASER shall:

- (i) advise VENDOR if PURCHASER is exempt from sales taxes, excise taxes, use or compensating taxes, and/or value added taxes or similar taxes which might otherwise be imposed in respect of this CONTRACT; and
  - (ii) furnish VENDOR with proper documentation evidencing such exemption or any other information that may be required to obtain such exemption. If such exemption exists, VENDOR shall not invoice and PURCHASER shall not be obligated to pay VENDOR any such taxes. If PURCHASER is not exempt from such taxes, VENDOR shall include any applicable sales taxes, excise taxes, use or compensating taxes, and/or value added taxes or similar tax which may be levied under the applicable SERVICE ORDER or PURCHASE ORDER, as applicable, provided that VENDOR separately states such taxes on the invoice, then PURCHASER shall reimburse VENDOR for such taxes, and VENDOR shall make the payments to the appropriate taxing authorities.
- c) If PURCHASER is required to withhold tax from its payments to VENDOR in accordance with applicable law, PURCHASER shall withhold such taxes from amounts due to VENDOR and shall remit such tax to the appropriate taxing authority. PURCHASER shall provide VENDOR with all relevant payment orders and tax receipts. If VENDOR is exempt from withholding, VENDOR shall (i) notify PURCHASER that such exemption is held and of any change to or cancellation of such exemption; and (ii) furnish PURCHASER with proper documentation evidencing such exemption or any other information that may be required to obtain such exemption. If VENDOR is not exempt from withholding, VENDOR shall provide PURCHASER with the requisite information that is sufficient for PURCHASER to determine the proper amount of withholding and VENDOR shall protect, indemnify, defend and hold harmless PURCHASER from and against any claims, liabilities, losses, demands, expenses, penalties, interest or causes of action arising by reason of failure to withhold the proper amount based on the information provided by VENDOR.





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- d) VENDOR shall be responsible for and shall indemnify and hold PURCHASER harmless from any liability for payment of all wages, salaries, benefits and other remuneration and for payment of all taxes and contributions required by governmental authorities (including any political subdivision thereof) applicable to employees or other members of VENDOR, including, without limitation, payment in compensation for an accident, injury or occupational disease.

### **CLAUSE 10 - PAYMENT/PRICE**

- a) Prices quoted are based on current costs at the date of quotation and VENDOR reserves the right to increase the prices quoted for the GOODS and/or SERVICES and/or to increase the RENTAL FEES in order to reflect any increases in the costs of materials, labour or bought out goods or parts, between the date of quotation and the date on which the GOODS, SERVICES and/or RENTAL EQUIPMENT are provided.
- b) PURCHASER shall pay VENDOR'S invoices in respect of GOODS and/or SERVICES provided and/or any RENTAL FEES due, within 30 days of receipt; provided that such invoice is properly drawn, and is accompanied by required supporting documents.
- c) If the PURCHASER's account is overdue for payment, the VENDOR reserves the right to cancel or suspend any undelivered part of any order and to charge interest at 2% per day above the Bank of England base rate on the amount overdue, or the maximum amount permitted by law. Interest shall accrue on a daily basis from the date the payment becomes overdue until the VENDOR has received full payment of the overdue amount together with all accrued interest. Any termination or suspension shall not give rise to any claims whatsoever by the PURCHASER and shall be without prejudice to the VENDOR'S right to recover any amount due from the PURCHASER or the exercise of any rights by the VENDOR.
- d) VENDOR'S prices are net of and exclusive of all tax, including, without limitation, local withholding tax. To the extent that VENDOR'S services are subject to withholding tax, and such taxes are withheld by PURCHASER from payment on VENDOR'S invoices as provided in Clause 9(c), VENDOR shall be entitled to increase its prices in the same amount.

### **CLAUSE 11 – VARIATIONS**

- a) The PURCHASER may request, and the VENDOR may agree, to make any variation to the PURCHASE ORDER. Upon agreement, VENDOR shall issue a VARIATION ORDER and shall supply the GOODS, SERVICES and/or RENTAL EQUIPMENT in accordance with the provisions of the CONTRACT as so varied. No VARIATION ORDER shall be valid unless set down in writing and signed on behalf of both parties.
- b) Subject to Clause 11 (a) if the PURCHASER gives notice in writing that it wishes to vary its PURCHASE ORDER for the GOODS, SERVICES and/or RENTAL EQUIPMENT it shall make such additional payment to the VENDOR for such variation as agreed between the parties.
- c) Subject to Clause 7, where a VARIATION ORDER is likely to affect the time of delivery, the parties shall agree a reasonable postponement of the delivery date and time.

### **CLAUSE 12 - WAIVER**

Any failure by VENDOR, at any time, to enforce or require the performance of any of the provisions of the CONTRACT shall not constitute a waiver of VENDOR'S rights to enforce or require the strict observance of such provisions, in any way, or of its rights to avail itself of such remedies as it may have for any breach of any provision.

### **CLAUSE 13 – INTELLECTUAL PROPERTY RIGHTS**

- a) All intellectual property rights subsisting in or relating to all drawings, specification, documents, equipment components or other items of information specifically prepared by VENDOR in connection with the supply of the GOODS, SERVICES and/or RENTAL EQUIPMENT or obtained by the PURCHASER in connection with the CONTRACT shall be and remain the property of the VENDOR. The PURCHASER shall not use such items or information, nor authorise or knowingly permit them to be used by anyone else for, or in connection with any purpose other than the supply of the GOODS, SERVICES and/or RENTAL EQUIPMENT in accordance with the CONTRACT, unless such use is expressly authorised by the VENDOR in writing.



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- b) VENDOR retains for itself all proprietary rights in and to all designs, engineering, details and data concerning the GOODS, SERVICES and/or RENTAL EQUIPMENT including any modifications or improvements thereto.

### **CLAUSE 14 - INFRINGEMENT OF PATENTS**

- a) The VENDOR shall fully indemnify and hold harmless the PURCHASER against any CLAIMS arising from or incurred by reason of any infringement or alleged infringement of any copyright, letter patent, registered design, trade mark or trade name protected in the United Kingdom or elsewhere by the use or sale of the GOODS and/or RENTAL EQUIPMENT and against all costs and damages which the PURCHASER may incur in any action for such infringement, or for which the PURCHASER may become liable in any action except to the extent such CLAIMS result from VENDOR'S compliance with: (a) designs and/or specifications furnished by PURCHASER (unless originated with VENDOR), or (b) specific written instructions given by PURCHASER, for the purpose of directing the manner in which VENDOR shall perform this CONTRACT or PURCHASE ORDER.
- b) If the GOODS and/or RENTAL EQUIPMENT involved in such action, claim, etc., are prohibited from use, VENDOR shall, either replace or modify them with like or similar goods or at its sole discretion purchase the necessary licenses in order to remove the infringement to the reasonable satisfaction of PURCHASER.

### **CLAUSE 15 - ASSIGNMENT OR SUB-CONTRACTING**

- a) PURCHASER shall not, without the prior written consent of the VENDOR assign, transfer,
- charge
  - or otherwise encumber
  - create any trust over
  - or deal in any manner with

the CONTRACT or any right, benefit or interest under it without the prior written consent of the VENDOR;

- b) The PURCHASER shall not transfer, novate, or sub-contract any of its obligations under the CONTRACT without the prior written consent of the VENDOR.
- c) The VENDOR may without the prior consent of the PURCHASER, sub-contract the CONTRACT or any part thereof.

### **CLAUSE 16 – SUSPENSION**

- a) PURCHASER may suspend all or any part of the SERVICES and/or the provision of GOODS for any reason (including, without limitation, a FORCE MAJEURE occurrence) upon VENDOR'S written agreement. Upon such agreement, VENDOR shall cease all SERVICES and/or the provision of GOODS on the date specified in such agreement. Said suspension shall end at a time mutually agreed between the parties. During the suspension period or in the event that the commencement of the SERVICES or mobilisation of RENTAL EQUIPMENT or VENDOR PERSONNEL is delayed, PURCHASER shall pay:
- (i) RENTAL FEES to the VENDOR in respect of any RENTAL EQUIPMENT and/or VENDOR PERSONNEL required for the SERVICES, from the Intended Date until such RENTAL EQUIPMENT and/or VENDOR PERSONNEL are returned to the VENDOR's base in accordance with the PURCHASE ORDER;
  - (ii) all demobilisation/remobilisation costs in respect of RENTAL EQUIPMENT and/or VENDOR PERSONNEL, including the costs of any ancillary items related to any suspended SERVICES;
  - (iii) to VENDOR any other reasonable costs incurred by VENDOR associated with the suspension, including, without limitation, storage costs, increased costs of materials and subcontracts, and other third party charge.
- b) In the event the SERVICES are suspended for a period that exceeds thirty (30) days, the VENDOR may terminate this contract or, if PURCHASER and VENDOR mutually



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agree to continue the SERVICES, VENDOR shall have the right to re-negotiate its pricing based on the then current economic and market conditions. Notwithstanding any other rights it may have under this CONTRACT the VENDOR shall have the right to suspend the SERVICES in the event that PURCHASER fails to meet its obligations under Clause 10.

### CLAUSE 17 – LIABILITY, INDEMNITY AND INSURANCE PROVISIONS

- a) VENDOR shall release, indemnify, defend and hold PURCHASER GROUP harmless from and against any and all CLAIMS in respect of personal or bodily injury, sickness, disease or death of any member of VENDOR GROUP and all CLAIMS in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of VENDOR GROUP excluding any damage or loss to RENTAL EQUIPMENT which is in the care, custody and control of the PURCHASER GROUP.
- b) PURCHASER shall release, indemnify, defend and hold VENDOR GROUP harmless from and against any and all CLAIMS in respect of personal or bodily injury to, sickness, disease or death of any member of PURCHASER GROUP and all CLAIMS in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of PURCHASER GROUP including any damage or loss to RENTAL EQUIPMENT which is in the care, custody and control of the PURCHASER GROUP.

**THE PARTIES EXPRESSLY STATE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED THEREIN, THE TERMS OF THE KNOCK FOR KNOCK INDEMNITY PROVISIONS ("K4K PROVISIONS") CONTAINED WITHIN CLAUSES 17(a) AND 17(b) SHALL APPLY NOTWITHSTANDING THE JOINT, SOLE, CONCURRENT OR GROSS NEGLIGENCE, STRICT LIABILITY IN TORT, BREACH OF CONTRACT OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, LATENT, PATENT OR PRE-EXISTING, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE GROUP INDEMNIFIED OR THE PARTY RELEASED IN ACCORDANCE WITH CLAUSES 17(a) AND 17(b) OF THE CONTRACT.**

- c) Notwithstanding anything contained in this CONTRACT to the contrary, PURCHASER, to the maximum extent permitted under applicable law, shall release, indemnify,

defend and hold VENDOR GROUP harmless from and against any and all CLAIMS asserted by or in favour of any person or party, resulting from:

- (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill);
  - (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wildwell and the removal of debris);
  - (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom;
  - (iv) pollution or contamination of any kind (except for above surface spillage of fuels, lubricants, rig sewage or garbage, and only to the extent attributable to the sole negligence of VENDOR Group), including but not limited to the cost of control, removal and clean-up; or
  - (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- d) In respect of any matter not covered within the K4K PROVISIONS, subject to applicable law, the VENDOR's total liability shall not exceed 110% of the fees payable to the VENDOR by the PURCHASER in respect of the GOODS, SERVICES and/or RENTAL EQUIPMENT provided.
  - e) Except as provided in Clause 17 (a) VENDOR shall not be under any liability for:
    - (i) consequential loss or indirect loss as defined by English law;
    - (ii) loss of actual or anticipated profits;
    - (iii) loss of goodwill;
    - (iv) loss of business;
    - (v) loss of revenue or the use of money;
    - (vi) loss of contracts;
    - (vii) loss of reputation;
    - (viii) ex gratia payments;
    - (ix) loss of operation time;



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- (x) loss of opportunity;
- (xi) loss of anticipated savings;
- (xii) any damage's relating to the procurement by PURCHASER of any substitute GOODS, SERVICES OR RENTAL EQUIPMENT (i.e. "cost of cover");
- (xiii) any special, incidental or punitive losses;

and such liability is excluded whether it is foreseeable, known foreseen or otherwise. For the avoidance of any doubt, Clauses 17 (e)(ii) to (xii) above apply whether such damage or loss is direct, indirect, consequential or otherwise.

- f) VENDOR and PURCHASER shall arrange and maintain with a reputable insurance company, full insurance covering the aforesaid liabilities and each party shall to the extent of the obligations and liabilities expressly assumed under the CONTRACT designate the other party as an additional insured in relation to said insurance. To the extent of the obligations and liabilities expressly assumed under this CONTRACT, each party shall waive subrogation against the other party. Upon written request, each party shall furnish to the other Party certificates of insurance evidencing the fact that appropriate insurance has been secured. Should any Party cancel their insurance cover prior to the date of expiration, they shall give notice to the other Party of such cancellation in accordance with the policy provisions and Clause 20.

### CLAUSE 18 - TERMINATION

- a) Notwithstanding any other rights it may have under the CONTRACT, the VENDOR shall have the right to terminate this CONTRACT in the event of:
  - (i) material, or persistent breach of any obligation by the PURCHASER under this CONTRACT which for the avoidance of doubt shall include but not be limited to a breach of payment obligations under Clause 10 or any aspect of Clause 23 and Clause 24;
  - (ii) a FORCE MAJEURE event;

- (iii) where there is arising from the conduct of, or induced by, the PURCHASER, its affiliates and or their subcontractors, undue delay in the provision of the GOODS, SERVICES, RENTAL EQUIPMENT and/or VENDOR PERSONNEL;

- b) VENDOR may terminate the CONTRACT immediately at any time by giving written notice to PURCHASER if:
  - (i) the PURCHASER is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (but without any requirement on the part of the party entitled to terminate to prove any matter to the satisfaction of the court) or becomes unable or admits in writing its inability to pay its debts as they fall due or suspends or threatens to suspend making payments with respect to all or any class of its debts; and/or
  - (ii) the PURCHASER convenes a meeting of its creditors or proposes or makes any arrangement or composition with or assignment or moratorium for the benefit of its creditors generally or any class of creditors or negotiations are commenced with a view to the general readjustment or re-scheduling of all or any part of its liabilities; and/or
  - (iii) a resolution is passed, a petition is presented, any procedure is commenced, any meeting is convened or any other step is taken (including, without limitation the presentation of a petition, the making of an application or the filing or service of a notice) with a view to the other party being adjudicated or found insolvent, the winding up (other than a members' voluntary winding up for the purposes of a reconstruction of its affairs) or dissolution of the other party, the appointment of a trustee, supervisor, administrative or other receiver, administrator, liquidator or similar officer or encumbrancer in respect of the PURCHASER or any of its assets in any jurisdiction; and/or
  - (iv) a third party taking possession over all or a substantial part of the PURCHASER'S assets; and/or
  - (v) the PURCHASER ceases to carry on business or an event occurs which would result in a floating charge crystallising over any of its assets or any step is taken



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- by any other person to enforce or levy a distress or execution against any of its assets; and/or
- (vi) the PURCHASER suffers any event analogous to any of the above in any jurisdiction.
- c) If VENDOR terminates the CONTRACT in accordance with Clause 18 (b)(i) - (b)(vi) the PURCHASER shall not be entitled to any compensation whatsoever and the VENDOR may transfer any rights of recovery in respect of payments due to the VENDOR by the PURCHASER (including any damages), to a third party.
- d) The exercise of any of the rights granted to the VENDOR under this Clause shall be without prejudice to any other right or remedy, whether expressed or implied, assumed in this CONTRACT or any other statutory remedies available to the VENDOR in accordance with applicable laws.

### CLAUSE 19 – CONFIDENTIALITY

- a) PURCHASER shall keep all CONFIDENTIAL INFORMATION strictly confidential, and shall not to disclose or make available such CONFIDENTIAL INFORMATION to any third parties nor make any unauthorized internal or external use of any of such CONFIDENTIAL INFORMATION. PURCHASER shall only disclose CONFIDENTIAL INFORMATION to those of its officers and employees to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the CONTRACT. PURCHASER shall further procure that such persons (including without limitation employees, officers and personnel) are aware and agree in writing to adhere to the obligations in this Section 10. PURCHASER shall give notice to VENDOR of any unauthorised misuse, disclosure, theft or other loss of any CONFIDENTIAL INFORMATION immediately upon becoming aware of the same.
- b) The obligations of confidentiality hereunder shall not apply to any information to the extent that the PURCHASER can show to the satisfaction of the VENDOR:
- (i) that such information is publicly available at the time of disclosure or becomes publicly available without breach of the provisions of

- Clause 19 hereof by the PURCHASER and through no fault of the PURCHASER, its officers and/or employees;
- (ii) that such information was in PURCHASER's possession prior to the date of disclosure by VENDOR, provided such information was not obtained as a result of any wrongful act and is not the subject of any other confidentiality or non-disclosure obligation between the parties;
- (iii) that it subsequently received such information from a third party without restriction as to its disclosure and use;
- (iv) that it is authorized to disclose such information by a subsequent written agreement between the parties; or
- (v) that such information is required to be disclosed by law or regulation provided that, to the extent permitted by law, prior to any disclosure, PURCHASER notifies VENDOR and, at VENDORS' request and cost, assists in opposing any such disclosure.

- c) The PURCHASER agrees that damages would not be an adequate remedy for any breach by it of this Clause 19 and that (without prejudice to all other remedies which VENDOR may be entitled to as a matter of law) VENDOR shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this Clause 19 and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause 19.
- d) All CONFIDENTIAL INFORMATION shall be and shall remain the sole property of VENDOR.
- e) The provisions of this Clause 19 shall continue to survive indefinitely after the termination or expiration of the CONTRACT.
- f) Notwithstanding the foregoing, where the parties are subject to a separate Confidentiality or Non-Disclosure Agreement in relation to the subject matter hereof, such Confidentiality or Non-Disclosure Agreement shall prevail over these terms and conditions.

### CLAUSE 20 - NOTICES

Except as expressly stated herein to the contrary any notice, consent or other communication required or permitted hereunder will be in writing and shall be given or shall be served by hand



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delivery, by fax or by prepaid special or recorded delivery letter ("Registered Post") or by courier to the intended recipient's address as provided on the PURCHASE ORDER or such other address as may from time to time be notified for this purpose. Any notice served by hand shall be deemed to have been served on delivery, any notice served by fax shall be deemed to have been served when sent and any notice served by Registered Post shall be deemed to have been served two working days after posting and any notice served by courier shall be deemed to have been served three working days from the date of posting. In proving service it shall be sufficient, in the case of service by hand, by Registered Post or by courier, to prove that the notice was properly addressed and delivered or posted (as the case may be), and in the case of service by fax to prove that the correct transmission report was received.

### **CLAUSE 21 - APPLICABLE LAW**

This CONTRACT shall be governed by English Law. Any and all disputes, claims or proceedings arising out of, or in connection with, or concerning the validity, construction or performance of the CONTRACT raised by the PURCHASER shall be subject to the exclusive jurisdiction of the English Courts. Any such disputes, claims or proceedings raised by the VENDOR shall be subject to the nonexclusive jurisdiction of the English Courts, and the VENDOR shall have the option to raise any such dispute, claim or proceedings in the Scottish Courts.

### **CLAUSE 22 - INCOTERMS**

The use of the terms CIF, FOB, EX WORKS, etc., on the face of this document shall be interpreted in accordance with INCOTERMS 2010 as modified and, to the extent of any inconsistency with these terms, shall prevail over such terms.

### **CLAUSE 23 – BUSINESS ETHICS**

PURCHASER shall uphold the highest standards of business ethics in the performance of the CONTRACT and shall not knowingly involve itself in any business in connection with or use information arising from the CONTRACT in any manner which conflicts with the interests of the VENDOR. PURCHASER agrees that they will not directly or indirectly receive from or give or offer to

give to the VENDOR or to other contractors or suppliers or to government officials or any other persons anything of material value which would be regarded as an improper inducement.

### **CLAUSE 24 – COMPLIANCE WITH LAWS**

- a) The PURCHASER warrants it will not, directly or indirectly, sell, export or re-export, or otherwise provide the GOODS and/or RENTAL EQUIPMENT furnished or sold under this CONTRACT to any individual, entity, destination, or for any use prohibited by the laws of the United States, the United Kingdom, or any other jurisdiction or country that may be applicable without proper authorisation by the appropriate governmental authorities. PURCHASER shall comply with all relevant legislation, laws, regulations and any other requirements of any government authority having jurisdiction over the parties' activities, wherever located, which are in effect or which may in the future become applicable. This includes but is not limited to any laws relating to anti-corruption or bribery, all applicable economic sanctions, as well as the import and export laws and trade regulations of the United States, the United Kingdom and those of any other jurisdiction or country as may be applicable to any party including any applicable administrative requirements.
- b) The PURCHASER warrants and represents that its employees, subcontractors, agents or any other party associated with the Purchaser, pursuant to this CONTRACT, shall:
  - (i) comply with all applicable laws, statutes, regulations, including but not limited to, all codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
  - (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (iii) comply with the VENDOR's ethics, anti-bribery and anti-corruption Policies, in each case as the VENDOR or the relevant industry body may update them from time to time;
  - (iv) have and shall maintain in place throughout the term of this CONTRACT its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and this Clause 24, and will enforce them where appropriate;





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- (v) promptly report to the VENDOR any request or demand for any undue financial or other advantage of any kind received by the PURCHASER in connection with the performance of this agreement;
  - (vi) immediately notify the VENDOR (in writing) if a foreign public official becomes an officer or employee of the PURCHASER, or acquires a direct or indirect interest in PURCHASER and the PURCHASER warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this CONTRACT;
  - (vii) within 14 days of the date of this CONTRACT, certify to the VENDOR in writing signed by a duly authorised representative of the PURCHASER, compliance with this Clause 24 by the PURCHASER and all persons associated with it under Clause 23;
  - (viii) The PURCHASER shall provide such supporting evidence of compliance as the VENDOR may reasonably request.
- c) The PURCHASER shall ensure that any person associated with the PURCHASER who is performing SERVICES or providing GOODS and/or RENTAL EQUIPMENT in connection with this CONTRACT does so only on the basis of a written contract or purchase order which imposes on and secures from such person terms equivalent to those imposed on the PURCHASER in this Clause 24 (the "Relevant Terms"). The PURCHASER shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the VENDOR for any breach by such persons of any of the Relevant Terms.
- d) Breach of this Clause 24 shall be deemed a material breach of this CONTRACT. For the purpose of this Clause 24, the meaning of adequate procedures and foreign public official and whether a person is another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 24 a person associated with the PURCHASER includes, but is not limited to, any subcontractor of the PURCHASER.
- e) If the VENDOR believes that there is a material risk that it would be unlawful for it to furnish, rent, or sell any GOODS, SERVICES and/or RENTAL EQUIPMENT pursuant to this CONTRACT the VENDOR will be under no obligation to provide such GOODS, SERVICES and/or RENTAL EQUIPMENT to the PURCHASER. Where the VENDOR reasonably considers

that the provision of any GOODS, SERVICES and/or RENTAL EQUIPMENT requires the VENDOR to obtain a licence/authorisation from any governmental authority the VENDOR shall not be obliged to perform any SERVICES, provide any GOODS and/or RENTAL EQUIPMENT under this CONTRACT, until such licence/authorisation is obtained. This Article relates in particular to (but is not limited to) applicable sanction laws pertaining to Russia, including but not limited to European Council Regulation 833/2014, and any applicable equivalent laws of any governmental authority including but not limited to Japan, Canada, Singapore, USA and the UK. **PURCHASER ACCEPTS AND UNDERSTANDS THAT THE VENDOR HAS A DUTY TO ACT IN ACCORDANCE WITH THE LAW AND WHERE MATTERS WHICH ARE SUBJECT TO THIS CONTRACT WOULD SUBJECT VENDOR TO LIABILITY OR PENALTY FOR NON-COMPLIANCE WITH APPLICABLE LEGISLATION OF ANY GOVERNMENT, OR ANY OTHER GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THEIR ACTIVITIES, WHEREVER LOCATED, WHICH ARE IN EFFECT OR WHICH MAY IN THE FUTURE BECOME APPLICABLE, VENDOR SHALL HAVE THE RIGHT TO SUSPEND AND/OR CANCEL THE CONTRACT (INCLUDING WITHOUT LIMITATION ANY PURCHASE ORDER) WITHOUT INCURRING ANY LIABILITY WHATSOEVER. PURCHASER FURTHER ACCEPTS THAT WHERE VENDOR IS REQUIRED TO SEEK AUTHORISATION FROM ANY APPLICABLE GOVERNMENTAL AUTHORITY TO PROVIDE THE GOODS, SERVICES AND/OR RENTAL EQUIPMENT, NO SUCH GOODS, SERVICES AND/OR RENTAL EQUIPMENT WILL BE PROVIDED UNTIL SUCH AUTHORISATION IS GRANTED IN THE FORM OF A LICENCE. WHERE THE APPLICABLE GOVERNMENTAL AUTHORITY DENIES SUCH LICENCE, VENDOR SHALL CANCEL THE CONTRACT (INCLUDING WITHOUT LIMITATION ANY PURCHASE ORDER) IMMEDIATELY WITHOUT INCURRING ANY LIABILITY WHATSOEVER.**

- f) Without prejudice to any other rights at law, to the maximum extent permitted by law, PURCHASER shall release, defend, indemnify, and hold harmless VENDOR from and against all liabilities, damages, costs (including, without limitation, legal fees), fines, penalties and/or expenses incurred as a result of PURCHASER's violation or breach of this clause 24.

### CLAUSE 25 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

In this CONTRACT, subject to the K4K Provisions in Clause 17, no term in this CONTRACT shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this CONTRACT. Notwithstanding the foregoing, the consent of such third party shall not be required



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in relation to any rescission, amendment or variation to or termination of this CONTRACT even where they have relied upon or indicated their assent to any term of this CONTRACT.

### **CLAUSE 26 INVALIDITY AND SEVERANCE**

- a) If at any time any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this CONTRACT which shall remain in full force and effect.
- b) In the event that the circumstances referred to in Clause 26(a) occur, the parties agree to attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal or unenforceable provision.

### **CLAUSE 27 - MODERN SLAVERY ACT 2015**

VENDOR supports industry efforts to eliminate slavery and human trafficking and is committed to upholding the human rights of all workers within their supply chain (whether staff, agency, contractors, apprentices, volunteers or any other worker). VENDOR does not permit in any way whatsoever the use of, sex trafficking, slavery, servitude, child labour, compulsory, forced or bonded labour, the transportation, smuggling or harbouring of human beings via human trafficking or the use of fraud for the purpose of exploiting human beings ("Modern Slavery"). PURCHASER warrants that it will not transport, recruit or obtain goods or services from any person by means of threats, coercion, force, abduction, trafficking, blackmail or fraud and shall at all times endeavour to eliminate the exploitation of people through such acts.

PURCHASER represents and warrants that it will use its best efforts to identify where there is a risk of Modern Slavery within its supply chain and shall take active steps to assess that risk ensuring that no Modern Slavery is taking place anywhere in its supply chain. PURCHASER acknowledges that VENDOR is required to comply with Section 54 of the Modern Slavery Act 2015 ("Modern Slavery Act") and inter alia must have transparent compliance requirements of its supply chain. Both parties therefore, represent and warrant that they will, to the extent reasonably possible, use their best efforts to identify where there is a risk of Modern Slavery within the supply chain and to take active steps to

assess that risk ensuring that no Modern Slavery is taking place anywhere within the supply chain of either party. Upon request, PURCHASER shall provide VENDOR with:

- a) its policies in relation to Modern Slavery;
- b) the due diligence processes adopted by PURCHASER in relation to tackling Modern Slavery within its business and supply chains;
- c) steps taken to eliminate Modern Slavery within their supply chain.

PURCHASER shall immediately notify the VENDOR (in writing) where any breach, or anticipated breach, of this clause 27 is discovered within its supply chain. Breach of this clause 27 shall be deemed a material breach of this CONTRACT. To the maximum extent permitted by law, PURCHASER shall release, defend, indemnify, and hold harmless VENDOR from and against all liabilities, damages, costs (including, without limitation, legal fees), fines, penalties and/or expenses incurred as a result of any violation or breach of this clause 27.

VENDOR shall have the right to audit the PURCHASER and any member of their supply chain where VENDOR reasonably suspects Modern Slavery has occurred within the supply chain. Without limiting any other rights in respect of this CONTRACT, VENDOR may terminate the CONTRACT immediately, where Modern Slavery is suspected or discovered in PURCHASER's supply chain.

### **CLAUSE 28 - DATA PROTECTION**

Where personal information is disclosed to PURCHASER pursuant to this CONTRACT, the PURCHASER undertakes to process such personal information in accordance with the laws of the country where such personal information is being processed; unless the personal information is being processed in a country which has inadequate protection according to the European Commission, in which case such personal information shall be processed in accordance with the laws of England.

The PURCHASER shall, and shall procure that employees who have access to personal information shall, not disclose, or deal in any manner with personal information provided by VENDOR other than as expressly agreed by VENDOR. PURCHASER further warrants that it has sufficient procedures and policies in place to ensure its full compliance with applicable law. Where reasonably requested,



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PURCHASER shall provide copies of such policies to VENDOR and shall allow VENDOR to audit their compliance procedures.