

The provision of products (sale) by Seller is subject to the following *Schlumberger General Terms and Conditions for the Sale of Non-Oilfield Products ("SGTCSPs")*:

1. DEFINITIONS

For the purposes of these SGTCSPs:

- "**Affiliate**" or "**Affiliates**" of a Party means an entity that controls or is controlled by that Party, or an entity that is controlled by the same entity that controls said Party (it being understood that the term "control" as used in this sentence means having the right to decide, directly or indirectly, the manner of exercising more than 50% of the votes in a general meeting of an entity or more than 50% of the votes in a meeting of the executive body of an entity).
- "**Agreement**" means these Schlumberger General Terms and Conditions for the Sale of Products with its Annexes and any Order issued under it, which altogether constitute a binding contractual relation between the Client and Seller.
- "**Anti-corruption Laws**" means the UK Bribery Act 2010 (UKBA), the US Foreign Corrupt Practices Act 1977 (USFCPA), as may be amended from time to time and any applicable national, regional, provincial, state, municipal or local laws and regulations that prohibits bribery, improper payments or other benefits in any form to any person or entity, whether public or private.
- "**Authorizations**" means any import, export and other licenses and all other consents, licenses, permits and authorizations required for the performance of this Agreement.
- "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in [London] are open for normal over the counter business.
- "**Cancellation Charges**" means 40% of the price of the relevant line item or the standard / non-customized uncompleted Products sold under the relevant Order. Made-to-order or customized Products are non-cancelable and are subject to a charge of up to 100% of its price
- "**Claim**" or "**Claims**" means any and all claims, demands, causes of action, judgments, awards, damages, losses, costs, expenses (including legal costs and expenses) and liabilities of any kind and character.
- "**Client**" means the business, company, entity, or person, to which the Products are to be sold under this Agreement, as further identified in the Order.
- "**Consequential Loss**" means all consequential loss or damage including, but not limited to, any loss of profits, revenue or savings (whether actual or anticipated), loss of use, loss of or deferment of production (whether caused directly or indirectly), rig time, business interruption, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or any special, indirect or consequential loss, costs, damages, charges or expenses.
- "**Country of Supply**" or "**Country of Delivery**" means the country where the Products are delivered as detailed in the Order.
- "**Country of Ultimate Destination/Use**" is the country where the Products are utilized, consumed, or deployed by Client as further specified in the Order.
- "**Delivery Point**" means Seller's premises as detailed on the Order or such other location as Seller may specify prior to delivery.
- "**Expenses**" means any out of pocket costs incurred by Seller including (without limitation) packaging, carriage, freight and handling charges, insurance, currency conversion and banking charges applicable to the payment method used, value added tax or any other applicable sales tax in the country in which Seller is incorporated or resident.
- "**Field of Use**" means the use of the Products for activities related to exploration, production and/or management of hydrocarbon and oilfield services.
- "**Force Majeure**" means any event which is reasonably unforeseeable and reasonably beyond the control of the Party affected and cannot be remedied by the exercise of reasonable diligence, including (without limitation) act of God, war (declared or undeclared) terrorist attack, riot, trade dispute, labor disturbance, shortage of supply of raw materials, epidemic, accident, breakdown of plant or machinery, fire, flood, adverse weather, accidental or malicious damage, and any prohibition or restriction by any government or other legal authority which affects this Agreement.
- "**Group**" means a Party, its Affiliates, its co-venturers (if any), its contractors and its subcontractors (of any tier), and its and their respective employees, officers, directors, representatives, agents and invitees.
- "**IP Agreement**" means a separate licensing agreement or other intellectual property related agreement entered into by the Parties (or their Groups) with respect to the Products.
- "**Intellectual Property Rights**" means all trademarks or trade names (common law or registered), patents or patent applications, mask works, copyright (published or unpublished), trade secrets, know-how, designs, methods, processes, work flow, inventions, database rights, topography rights, utility models, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Products.
- "**Order**" means the purchase order entered into by Client to purchase the Product(s).
- "**Party**" and "**Parties**" means Client and/or Seller, individually or collectively as the context requires and includes their representatives, permitted assignees and successors.
- "**Product**" or "**Product(s)**" means the products or equipment sold by Seller as detailed in the Order.
- "**Seller**" means the Schlumberger entity providing Products under this Agreement, as further identified in the Order.
- "**Service Center**" means the location or authorized service center so indicated by Seller for the provision of maintenance and/or repair services.
- "**Shipment Notice**" means the written request to Client to take delivery of the Products.
- "**Trade Control Laws**" shall mean all applicable U.S. and non-U.S. laws and regulations concerning economic sanctions, the trade, import, export or re-export of goods, software or technology, or the direct product thereof, including, but not limited to, applicable customs regulations, Council Regulation (EC) No. 428/2009, any sanction regulations issued by the Council of the European Union; the International Traffic in Arms Regulations ("ITAR"); the Export Administration Regulations ("EAR"); and the regulations and orders issued and/or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, in relation to export control, anti-boycott and trade sanctions matters (as amended from time to time).

References to the singular shall include the plural and vice versa. References to the term "including" shall be construed as "including without limitation".

2. ORDER OF PRECEDENCE

2.1 This Agreement constitutes the entire agreement between the Parties, oral or written, relating to the subject matter hereof.

2.2 This SGTCSPs applies in place of, and prevails over, any terms or conditions (i) contained or referred to in an Order, or (ii) in Client's acceptance of Seller's authorized offer or quotation, or any correspondence, other contracts (previous, current or subsequent) entered into by Client and Seller or between Client and any third party, which may have been applicable to the subject matter hereof; or (iii) implied by trade, custom, practice or course of dealing. Moreover, Seller shall not be deemed to have waived these SGTCSPs if it fails to object to any of the above. Unless expressly accepted by Seller's authorized officer in writing, any such additional or differing terms and conditions are hereby expressly rejected and will not render any effect or be binding on the Parties. Client's silence or acceptance or use of the Products constitutes its acceptance of these SGTCSPs.

2.3 Notwithstanding the above, if any valid IP Agreement exists at the time of the purchase of Product(s), that agreement shall govern all intellectual property related matters and all disclosures between the Parties. Likewise, if any Product-specific terms and conditions govern the sale of certain Product(s) such additional terms and conditions shall take precedence over this Schlumberger General Terms and Conditions for the Sale of Products if any conflicts or inconsistencies. It is understood that the provisions of the IP Agreement shall always prevail over any other.

3. TERM AND SCOPE

3.1 This Agreement shall be valid and effective until delivery of the Products by Schlumberger and thereafter for the period, if applicable upon mutual agreement of the Parties, to cover acceptance of the Products by Client.

3.2 The Parties hereby agree that from time to time and pursuant to an Order issued by Client, Seller shall provide Products to Client subject to the provisions herein.

4. PRICES

4.1 Client agrees and undertakes to pay Seller the prices quoted by Seller and acknowledges that prices (i) exclude any value added tax, sales tax

(and/or any other indirect taxes of similar nature), services tax or other government charge or duty (including where applicable, withholding taxes) which are from time to time prescribed by law; and (ii) are offered by Seller solely upon the warranties, remedies and limitations on liabilities as set forth herein.

4.2 Unless otherwise agreed in writing by Seller, all quotations by Seller are subject to change at any time prior to acceptance of an Order and expire thirty (30) days from the date thereof.

4.3 Seller reserves the right to increase prices in the event of cost fluctuations or if surcharges are imposed upon Seller by its suppliers. If prices are in local currency, Seller is entitled to a currency exchange rate adjustment, when the prices denominated in local currency undergo a devaluation exceeding 1% based on the rate of exchange of such local currency against the United States Dollar. The fluctuation will be calculated using the average (buy and sell) exchange rates posted by the local national central bank at closing, by comparing said exchange rate on the date prices were quoted versus the exchange rate on the day prior to payment of the invoice.

4.4 Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the prices and any time of performance.

5. TITLE AND RISK

Risk for damage to (including deterioration from weather or otherwise) or loss of the Products shall pass to Client EX-WORKS at Delivery Point, regardless of who pays shipping costs, or upon storage of the Products for the benefit of Client; however, title shall remain with Seller until Client has fully paid for the Products. Seller shall retain a security interest in the Products to the extent of any unpaid balance of the price therefor.

6. ORDERS AND DELIVERY

6.1 Orders:

- a) No Order by the Client will be binding unless Seller expressly accepts the Order in writing. Seller may, at its sole discretion, choose not to accept an Order.
- b) Client may, upon reasonable notice, request changes, inclusions or omissions to an Order. Seller is not obligated to implement any change order unless both Parties agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Furthermore, Seller may, at its sole discretion, decline to execute the change order and such declination shall not prejudice Seller's rights under the Agreement.

6.2 Delivery:

- a) Delivery of the Product(s) shall take place "EX WORKS" at the Delivery Point. Partial deliveries shall be permitted. Client's acceptance of the condition of the Products will be deemed satisfactory if Client has not provided Seller with written notice of rejection within 14 days after Delivery.
- b) Delivery shall be taken by Client within 14 days of the date of the Shipment Notice. Failure by Client to take timely Delivery of the Products due to any cause other than Seller's shall result in (i) Seller's delivery obligations being deemed fulfilled and risk of loss/damage to the Products sold shall thereupon pass to Client immediately, (ii) the Product(s) price and any amounts otherwise payable to Seller and all Expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation and insurance, shall be immediately payable by Client upon submission of Seller's invoices therefore, and (iii) Seller shall have no liability of any kind for loss of or damage to these Products.
- c) Delivery dates provided in any Shipment Notice or otherwise provided by Seller are approximate and dependent on Client providing Seller with all monies, guarantees, documentation and information needed to permit Seller to immediately proceed with work and without interruption. Seller shall not be liable for any damage or loss whether arising directly or indirectly out of any delay in delivery. Client acknowledges and agrees that unless otherwise expressly agreed to by Seller, time is not of the essence for delivery of the Products.
- d) Client shall be responsible for clearing the Products.
- e) Seller's acceptance of any change of Delivery Point requested by Client shall be at Seller's sole discretion and must be agreed in writing by both Parties. Client shall be liable for all and any additional Expenses

incurred by Seller to accommodate to Client's request, including but not limited to, arranging for transport to the new Delivery Point.

7. RETURNS POLICY

7.1 Seller warrants that the Products manufactured by Seller shall be free from defects in material and workmanship. Seller's sole liability and Client's exclusive remedy shall be limited, at Seller's sole option, to the (i) replacement; or (ii) refund of an equitable portion (such portion to be determined at the sole discretion of Seller) of the purchase price of the part (or parts) or Products, which prove(s) to be materially defective in material or workmanship, provided that Client gives Seller immediate written notice upon discovery of any material defect or material failure, and satisfactory proof thereof within up to 14 days of the Delivery. Any defective part or parts or Products must be returned to Seller for inspection, and Client shall prepay all freight charges. Should Seller elect in its sole discretion to replace the defective part or parts or Products, Seller shall deliver such replacements to Client, freight prepaid, to the destination provided for in the original Order. Products returned to Seller for which Seller provides replacement under this provision shall become the property of Seller. Client shall be liable for all and any additional Expenses incurred by Seller to re-stock and/or return Products found not to be defective.

7.2 Seller hereby disclaims any warranty (express or implied) in respect to:

- a) normal wear and tear; or
- b) performance; or
- c) use of a Product after Client, its Group, or any other person or entity using the applicable Product, has knowledge of, or should have had knowledge (acting reasonably) of a defect; or
- d) Products that (i) are used, stored, maintained or installed by the Client (or its Group or a third party), either improperly or otherwise not in accordance with the standards and/or instructions published or provided by Seller; or (ii) are normally consumed in operation (e.g. saw blades), or (iii) are rapidly wearing Products; or
- e) any situation arising from, or relating to, breach by Client of its obligations pursuant to this Agreement; or
- f) damage caused by a Force Majeure Event; or
- g) damage caused willfully or resulting/caused by the negligence of Client (or its Group) or that of third parties acting on behalf of or under the instruction of the Client (or its Group); or
- h) any advice, representation, recommendation or analysis of the Product by Seller as accurate, complete or correct.

7.3 In the event that Client sells or leases any Products, all warranties are void. Products supplied, but not manufactured, by Seller are warranted only to the extent of and by the original manufacturer's warranty.

7.4 Except for the provisions set forth in this Article 7, Seller makes no warranty whatsoever, whether express or implied, through course of dealing, course of performance, usage of trade or otherwise, with respect to Products, including any warranty of merchantability, fitness for a particular purpose, title or non-infringement.

8. LIMITATION OF LIABILITY

8.1 The total liability of Seller and its Group, cumulatively, with respect to all Claims, whether in contract, tort (including negligence, sole or concurrent, misrepresentation) or otherwise, arising out of, or connected with, the manufacture, provision, delivery, repair, replacement or use of any Products, or the performance by Seller of any of its other obligations under this Agreement, shall not exceed the consideration (excluding Expenses) paid by Client hereunder for the Product or the part of the Product which is subject to a Claim prior to the date upon which the cause of such action arose.

8.2 In no event shall either Party be liable to the other for Consequential Losses. Hence, each Party shall indemnify, defend and hold the other harmless against any Consequential Loss however arising and regardless of the sole, joint, concurrent, gross, or active or passive negligence or fault of the other Party.

8.3 Unless expressly agreed in writing by Seller, all documents (included but not limited to, drawings, designs, specifications, plans and particulars of weights and dimensions or other information) submitted by Seller are indicative only and Seller shall not be liable for any deviation therefrom. Furthermore, Seller shall not be liable for (a) any errors, omissions or other defects in any documents not prepared by Seller; or (b) any representation, advice, recommendation or analysis. Client shall indemnify Seller against any

Claim arising (directly or indirectly) out of any documents supplied by or on behalf of the Client.

8.4 Seller reserves the right at any time to change or modify the design and construction of the Products. This right shall not impose any obligation on Seller to install, replace, or implement such changes or modifications on any Product(s) previously or subsequently sold to Client.

8.5 In no event shall Seller be responsible for retrieving, dismantling, removing and/or installing Products (including but not limited to damaged or defective Products) from Client's premises and/or operational site, unless provided for in a separate services agreement with appropriate compensation and subject to Seller's standard terms and conditions for the provision of such services.

9. LIABILITIES AND INDEMNITIES

9.1 Each Party shall defend, indemnify and hold the other Party and/or its Group harmless from and against any Claim arising out of (i) death of or injury to its own personnel and/or (ii) loss of or damage to its own property and that of its Group, provided that Client shall, regardless of whether title to the Products vested in Client, be liable for any loss of or damage to the Products once delivered to Client (as set out in Article 6).

9.2 Subject to Article 9.1, Client shall defend, indemnify and hold Seller and/or its Group harmless from and against any Claim arising out of or related to (i) death of, injury to, any person and/or loss of, or damage to any property arising out of, or in connection with, the use, application, or results, of the Products provided, manufactured, assembled, installed, repaired, maintained, replaced or handled by Seller; (ii) any breach of Client's obligations under this Agreement, and/or Client's noncompliance with applicable Trade Control Laws and regulations; and (iii) the unloading and/or clearing of the Products, including any demands from statutory or other government authority; and (iv) any breach of Article 13 hereof.

9.3 Notwithstanding anything herein to the contrary, Client shall defend, indemnify and hold Seller and its Group harmless from and against any and all Claims (including third party Claims) in respect of:

- a) loss of or damage in any field of use;
- b) loss, damage, injury and/or death;
- c) loss of stored products from any property of Client and/or its Group;
- d) loss, damage, injury and/or death resulting from any kind of pollution (including any environmental pollution) and/or contamination, or otherwise caused by or arising from the operation or use of Product(s) including all cost of containment, clean-up and disposal;
- e) loss or damage to property and/or installations including any downtime or remediation/recovery time; and/or cost of re-completion and re-running of services or replacement of any installation;
- f) loss, damage, injury and/or death suffered by any third party resulting from any of the above events; and/or
- g) any liabilities (directly or indirectly) arising from (i) a breach of the provisions of Article 18 hereof; or (ii) the delay, denial, revocation, restriction or failure to renew such Authorizations; or (iii) any breach of such Authorizations.

9.4 Subject always to Article 8 hereof, it is the express intent of the Parties that the provisions of this Article 9 shall exclusively govern the risk allocation and indemnities between the Parties and shall prevail over any inconsistent provisions contained in (i) the remainder hereof, (ii) other terms and conditions applicable hereto, and (iii) over any applicable laws and regulations with which they may conflict, to the extent legally permissible.

9.5 Subject always to Article 8 hereof, the Parties formally express and agree that when an indemnity is granted (or a liability assumed) by either Party herein, or when a liability is excluded herein, said indemnity (or assumption of liability) or exclusion of liability shall, unless expressly stated otherwise, apply without limit and without regard to the cause thereof, including pre-existing conditions (whether such conditions be patent or latent), breach of duty, statutory common law or otherwise, breach of representation or warranty (express or implied), strict product liability, tort, breach of contract, any theory of legal or equitable liability, negligence of any person(s) including that of the Party indemnified, whether such negligence be gross (which for the purpose of this Agreement means willful, wanton or reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences), sole, concurrent, active or passive.

10. FORCE MAJEURE

10.1 Seller shall not be liable or be deemed to be in breach of its obligations to the extent that Seller's performance is delayed or prevented, directly or indirectly, by Force Majeure or failure from Client Group to timely provide information, materials, equipment or transportation or any item or service to be furnished by Client Group. If a Force Majeure event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the Force Majeure event plus such additional time as may be needed to overcome the effect of the event.

10.2 A Force Majeure event shall not excuse Client of its payment obligations.

11. PAYMENT

11.1 Client agrees to pay Seller's invoice(s) in full (without any deduction by way of set-off, counterclaim, discount or otherwise), in the currency stated in the quotation, and per any payment instructions written on the invoice within 30 days from the date of the invoice. Unless Seller requires payment upon its acceptance of the Order, Client will pay in full the price of the Product(s) upon shipment or when the Product(s) are retrieved from the Delivery Point on behalf of Client.

11.2 Client shall pay Seller any collection costs incurred, plus interest rate of 04% over LIBOR base rate on overdue accounts from the due date for payment until receipt by Seller of the full amount.

11.3 If Client disputes an invoice, Client shall, within 05 days after submission of invoice, provide Seller a written notice detailing the reason for disputing the invoice together with any supporting documents of Client's position, otherwise the invoice shall be deemed correct. Client and Seller shall meet in good faith to discuss the disputed invoice not later than 10 days from Seller's receipt of such notice. Upon settlement of the dispute, Client shall immediately pay all amounts agreed to be due with respect to the disputed amount(s), or Seller shall then issue a credit note to Client for the disputed amount(s) and delivery of the Product shall resume. Notwithstanding Client's right to dispute an invoice, Client agrees to pay without delay any undisputed portion of an invoice on or before its original due date.

11.4 All amounts due to Seller under this Agreement shall become immediately due if this Agreement is terminated or novated despite any other provision.

12. TAXES

12.1 Seller shall be liable and responsible for all corporate taxes, personal income taxes, payroll taxes and turnover taxes, and other direct taxes, currently in place and as may be imposed on Seller in its country of incorporation at the time of entering into this Agreement. Client shall be liable and responsible for any and all other taxes, as well as duties and fees (including but not limited to sales, use, property, withholding tax, excise and value added tax - and/or any other indirect taxes of similar nature -, license fees, clearing agent fees, levies, import duties and tariffs) that may be applicable to this Agreement or to the sale, delivery, storage, processing, use, consumption, transportation, export or import of Products.

12.2 In the event of a tax withholding, Client agrees to allow a gross-up of prices or reimburse Seller for the tax withheld, such that the net amount received by Seller shall be equal to the amounts agreed under this Agreement. If paid directly by Client to the relevant authority, Client shall provide Seller with the relevant receipts within the next 30 days following such payment.

12.3 Where Client benefits from any tax or import duties exemptions, reductions or privileged fiscal regime that may be applicable to this Agreement and/or available to Seller, Client shall timely provide Seller with the necessary information and use its best endeavors to enable Seller to benefit from any such tax savings to the maximum allowable extent.

12.4 In case of any changes in the applicable legislation, or in the interpretation of such legislation, including but not limited to taxes or customs and excise duties of whatever nature, after the effective date of this Agreement which results in a tax liability for Seller under this Agreement, then Client shall reimburse Seller for any such taxes which are paid by Seller or it will settle such taxes directly with the relevant authority.

12.5 CLIENT SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND TAX WITHHOLDINGS RELATED TO THE TAXES, DUTIES AND FEES REFERRED ABOVE.

13. ANTI BRIBERY

13.1 The Parties shall comply with all Anticorruption Laws. Neither Party shall engage in any activity, practice or conduct which would constitute an offence under any such laws. Likewise, each Party represents that it has a code of conduct with strong commitments to handle business situations professionally and fairly, as well as adequate policies, procedures and/or controls in place to ensure compliance.

13.2 Client hereby undertakes that it shall promptly report to Seller any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement.

13.3 Breach of this Article 13 shall be deemed a material breach.

14. INTELLECTUAL PROPERTY

14.1 Client acknowledges that the Intellectual Property Rights are the property of Seller and nothing in this Agreement shall be construed as conferring any license or granting any rights in favor of the Client in relation to the Intellectual Property Rights and that any reputation and/or goodwill in any trade mark affixed or applied to the Products shall accrue to the sole benefit of Seller. Seller owns all rights to the Intellectual Property Rights embodied in the Products. Seller does not transfer any ownership rights in such Intellectual Property Rights to the Client.

14.2 Client hereby undertakes and warrants that it shall not repackage the Product(s) and/or remove any copyright or trademark notices, confidential or proprietary legends or identification from the Products.

14.3 Seller will not be liable for Intellectual Property Rights infringement that arises; (i) out of a Client's use of Products in combination with products or services not provided by Seller; (ii) where Products have been specially modified, designed and/or manufactured to meet Client's specifications; (iii) out of unauthorized additions or modifications to Product(s); (iv) where the Client use of Product(s) does not correspond to Seller published standards or specifications; or (v) if Client does not provide written notice to Seller within 10 days of receiving service of process or other notice of an impending infringement Claim. Client shall defend, indemnify, protect and hold harmless Seller Group against any Claim which results from or is based upon (i), (ii), (iii), and/or (iv) herein.

14.4 Excluding Claims within Article 14.3, if Client receives a Claim that any Product or part thereof directly infringes a patent or copyright or trade mark issued under the laws of the Country of Supply or Delivery or Country of Ultimate Destination/Use, Client shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such Claim. Seller shall then at its own expense and option (i) procure for Client the right to use such Product, (ii) replace or modify such Product(s) to avoid infringement, or (iii) remove it and refund the purchase price less a reasonable amount for depreciation. Provided such prompt notice has been given by Client, should any court of competent jurisdiction hold such Product(s) to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement and, if the use of such Product(s) is enjoined, Seller shall take at its option one or more of the actions under (i), (ii) or (iii) above. With respect to any Product(s) not manufactured by Seller, only the indemnity (if any) given by the original manufacturer thereof shall apply.

14.5 Unless superseded by an IP Agreement governing the Product(s), the rights and obligations of the Parties with respect to the Intellectual Property Rights are solely and exclusively as stated herein.

14.6 Breach of this Article 14 shall be deemed a material breach.

15. CONFIDENTIAL INFORMATION

Client acknowledges that the successful operation of the Products may require repair or the like by Seller's authorized service representatives who possess valuable and confidential information, data, and know-how relating to the manufacture, tolerances, capabilities and operation of the Products or otherwise concerning the business and affairs of Seller ("Confidential Information"). Client also acknowledges that any disclosure of the Confidential Information to any third party may cause substantial damage to Seller. Therefore, Client agrees and hereby undertakes that (i) it shall keep confidential all Confidential Information (written or oral) and shall take all steps necessary to ensure such confidentiality is maintained; and (ii) any maintenance, repair work or the like performed by Seller or its authorized service representative at Client's locations will be done only under circumstances where the Confidential Information is, in Seller's sole determination, adequately protected; and (iii) any maintenance, repair work or the like performed by Client (or its Group) or anyone other than Seller or its authorized service representative shall be considered a material breach.

Information obtained by Seller while providing its Services will be held in strict confidence and will be released only upon approval of Client or when required by any federal, state, or local laws and regulations, court orders, or to be used as evidence in court.

16. CANCELLATION OF ORDERS AND TERMINATION OF THE AGREEMENT

16.1 Termination:

- a) Client shall not terminate this Agreement for convenience, but a Party may terminate it upon serving notice to that effect in the event that (i) the other Party suffers or threatens to suffer an insolvency event or any event analogous to an insolvency event; or (ii) the other Party commits a material breach of any of its obligations under this Agreement, which material breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 Business Days of having been notified in writing to do so; or (iii) the other Party repeatedly breaches of its obligations or the terms of this Agreement in such a manner as to reasonably justify, in the Party's sole opinion, that the defaulting party's conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or (iv) the other Party is subject to a change of control or other change in the financial circumstances of such Party.
- b) If a Party is affected by a Force Majeure for more than 30 Business Days, the other Party shall be entitled to terminate any Order immediately upon serving written notice to that effect to the other Party.
- c) In the event that at the time when this Agreement comes to existence or any moment thereafter, any laws, regulations or restrictions of any kind imposed by any government or any organization of which a government is a member, substantially adversely affect a Party or its Affiliates as a direct result of the performance of this Agreement, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party or its Affiliate, reserves the right to terminate this Agreement, and the other Party agrees that it shall have no legal cause of action, and hereby waives any right to assert the same.

16.2 Effects of Termination:

- a) Where according to Articles 16.1 (a) and 16.1 (c) Client terminates the Agreement, the effects on the Orders shall be as follows:
 1. If cancellation occurs prior to the issuance of the Shipment Notice (i) Seller will be owed full price of all Products completed and no refunds shall be provided to Client with respect to such Products, or (ii) if Products have not been completed before the effective date of cancellation, Seller will have the right to assess Cancellation Charges and as such, Client acknowledges and authorizes Seller to charge such amounts. If any Product was shipped under such Order, the Order shall remain in effect with respect to such Product only. Client's notice to Seller shall be given in the most expeditious means possible as set forth under Article 20.1.
 2. No cancellation will take effect in respect to any Product or Order once the Shipment Notice has been issued.
- b) On termination or expiry of this Agreement for any reason and subject as otherwise provided in this Agreement to any rights or obligations that have accrued before termination, neither Party shall have any further obligation to the other under this Agreement except for those provisions which by their nature are intended to survive the termination or expiry of this Agreement (including, but not limited to those in Articles 8.3, 9, 12, 14, 15, 17, 18.3 and 18.4 of this Agreement) which shall survive and remain in full force and effect after said termination (howsoever caused)

17. USE OF PRODUCTS

17.1 Client shall (i) operate and maintain the Products at all times in a proper and prudent manner consistent with standard industry practice and recommended technical specifications; (ii) only use the Products for the purposes for which they were designed; (iii) comply in its use of the Products with all applicable statutes, regulations, and laws enacted by any government or competent authority; (iv) permit use, operation and maintenance of the Products only by competent and qualified personnel; (v) ensure any installation or relocation of the Products employs all appropriate safety and control apparatus and precautions in accordance with industry standards; (vi) be responsible for all costs associated with the use of the Products.

17.2 The Products are conveyed to Client for use strictly and exclusively within the Field of Use.

17.3 In the case Client resell, lease, rent or loan the Products to any third party Client hereby agrees to inform Seller the third party receiving the Products.

18. REGULATORY AND TRADE COMPLIANCE

18.1 Client warrants and undertakes to be responsible for obtaining and maintaining, at its own cost, any such Authorizations required for the performance of this Agreement.

18.2 Client shall not be relieved of its obligations under this Agreement, including the obligation to pay Seller, in the event that any Authorization is delayed, denied, revoked, restricted or not.

18.3 Any sale hereunder shall at all times be in strict conformity with all relevant Trade Control Laws. Therefore, pursuant to said applicable Trade Control Laws, Client agrees that it shall not, directly or indirectly, make any disposition, by way of trans-shipment, re-export, diversion or otherwise, of the Products, except as said laws and regulations may expressly permit, and that no such disposition or transfer will be made other than to the Country of Ultimate Destination/Use specified in the Order and/or as declared as the Country of Ultimate Destination/Use. Specifically, both Parties covenant that they shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, including source code, or technology received under this Agreement to or via any individual, entity, or destination, or for any use neither in or related to Iran or Sudan, nor prohibited by the laws or regulations of the United States or any other applicable jurisdiction without having obtained prior Authorization from the competent governmental authorities as required by all such laws and regulations. Notwithstanding any other provision of this Agreement, neither Seller nor Client shall take or be required to take any action prohibited or penalized under the applicable laws of the United States or any applicable jurisdiction. No Products will be provided in or related to Iran or Sudan.

18.4 Client acknowledges and undertakes that it shall act reasonably in determining whether the export of the Products, are compliant with applicable trade/export regulations, and in case of a reasonable and justifiable determination to the contrary, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party or its Affiliates, reserves the right to terminate this Agreement, and the other Party agrees that it shall have no legal cause of action, and hereby waives any right to assert the same. Client hereby indemnifies Seller and holds the same harmless from any and all costs, Claims, liabilities, damages, actions, and expenses whatsoever and howsoever arising (including without limitation special, indirect, incidental, consequential or exemplary loss or damage including loss of profit, anticipated profit, business contracts or goodwill) which Seller or its group may suffer or incur in any jurisdiction that arise (either directly or indirectly) from the export of the product(s).

19. FINANCIAL ASSURANCES

19.1 Ability to Pay: Upon Seller's request, Client agrees to provide to Seller, within 07 days of such request, evidence of Client's creditworthiness sufficient to satisfy Seller that Client is and shall continue to be able to pay to Seller amounts payable hereunder.

19.2 Financial Assurances: Notwithstanding any provision of information pursuant to Article 19.1, Seller, may request Client to provide financial assurances. Within 14 days of receipt of such request, Client shall provide, at Seller's option, one of the following forms of security:

- a) an irrevocable letter of credit for an amount equal to the value of the aggregate amount that would be payable for the Products; or
- b) a cash prepayment of the aggregate amount described in paragraph 19.2 (a) above or any lesser portion of this amount as approved by Seller; and where Client provides a cash prepayment, interest shall accrue on the amount pending payment at the rate stated in Article 11.2 and all such interest shall be for the Client's account.

19.3 Drawing Security: Seller may draw on either form of security, in an amount equal to any amount owing to Seller pursuant to the Agreement and unpaid by Client, and from time to time thereafter such further amounts as remain unpaid.

19.4 Failure to Provide Security: If Client fails to provide the financial assurances requested by Seller under Article 19.2, then in addition to other remedies which Seller may have, Seller may treat the failure as an event of default and the provisions of Article 7.3 shall apply.

20. MISCELLANEOUS

20.1 Unless otherwise specifically provided, all notices and other communications provided for in this Agreement shall be in writing and shall be effective upon the deemed receipt by the receiving Party as per the contact details set out in the Order. Notices shall be deemed received (a) upon delivery if hand delivered; or (b) upon delivery if sent by nationally recognized overnight courier or certified or registered mail.

20.2 Client shall, at its expense, provide and maintain in force adequate public liability and property damage insurance, naming Seller Group as an additional insured, to appropriately cover Client's obligations set forth herein (including without limitation, any unpaid portion of the Products price as well as losses and Claims in respect of injury or death to any persons or property damage that could arise from Client's transportation or use of the Products beyond the point of delivery agreed as per Incoterms stated in the Agreement). All insurance shall be placed with reputable insurance companies and brokers. Client shall provide Seller with proof of such coverage in the form of an insurance certificate upon request.

20.3 Where applicable, Client acknowledges and agrees that Seller is permitted to hold and process personal information about Client Group's personnel where required for the performance of the Agreement. Client confirms that consent has been obtained from Client Group's personnel in respect of such processing. Such consent shall include without limitation confirmation that such processing may include transfer to countries or territories outside the European Economic Area and consent to supply to Seller sensitive data. While processing Client Group's personnel personal information, Seller shall comply with the applicable data protection legislation.

20.4 Seller acts solely as an independent contractor in providing the Products and neither it nor its personnel are deemed to be the agents or employees of Client nor shall anything in this Agreement create or be deemed to create a partnership or joint venture.

20.5 Client acknowledges and certifies that it is not an agency of any federal or state government, or other political subdivision thereof, entitled to sovereign immunity. Otherwise, disclosures of such entitlement must be made to Seller prior to entering into any transaction for Products under this Agreement

20.6 A person who is not a party to this Agreement shall not have any rights to enforce its terms except that any member of the Seller Group may enforce any of Seller's rights or perform any of Seller's obligations under this Agreement at the sole discretion of Seller.

20.7 Any provision or term of this Agreement which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement.

20.8 Failure to enforce any or all of this Agreement in a particular instance shall not act as a waiver or preclude subsequent enforcement.

20.9 Client's acceptance of this Agreement has not been induced by any representations, statements, warranties, or agreements other than those herein expressed.

20.10 Seller may assign, license or subcontract to any of its Affiliates all or any part of its rights and obligations under this Agreement without Client's consent. Client may not assign or in any way dispose of its rights or obligations under this Agreement without the prior written consent of Seller.

20.11 All headings are for ease of reference only and shall not affect the construction of this Agreement.

20.12 The United Nations Convention for the International Sales of Goods signed in Vienna on 11 April 1980 shall not apply to the Agreement.

20.13 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas (for users located in the United States), or the laws of the Province of Alberta (for users located in Canada), or the laws of England and Wales (for users located outside the United States and Canada), excluding any conflict of laws principle that would refer to the law of another jurisdiction. Any dispute which cannot be settled amicably shall be resolved by arbitration in Houston, Texas, USA, in accordance with the commercial arbitration rules of the American Arbitration Association (for users located in the United States), or in Calgary, Alberta, in accordance with

the arbitration rules of the Alberta Arbitration Act (for users located in Canada) or in London, England, in accordance with the arbitration rules of the International Chamber of Commerce (for users located outside the United States and Canada). The English language shall be used throughout arbitral proceedings, and the award shall be final and binding upon the Parties.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____
