

R. B. Williamson Energy Advisors (RBWEA)

Terms and Conditions for Sales of Products and Services

These TERMS AND CONDITIONS FOR SALES OF PRODUCTS AND SERVICES are made and entered into by and between R.B. Williamson Energy Advisors (RBWEA) and Purchaser. The purpose of this Agreement is to set out the terms and conditions that will apply to the order for RBWEA Products and/or Services as described in the accompanying RBWEA Quotation ("Quotation"). Together these Terms and Conditions and the Quotation constitute the entire agreement between the Parties for the sale of Products and Services (the "Agreement") and supersede any previous communications, representations, or agreements by either party whether verbal or in writing. This Agreement shall prevail over any additional or different terms proposed by Purchaser or any attempt by Purchaser to vary in any degree any of the terms of this Agreement whether by Purchaser's purchase order, any terms and conditions attached to Purchaser's purchase order or any document authorizing services, Purchaser's invoice, purchase confirmation, or otherwise. Such additional or different terms and conditions are hereby deemed material and notice of objection and rejection of such terms is hereby given. By entering into this Agreement, the parties specifically intend for this Agreement to govern all Product and Services sales and purchases between the parties and to avoid a "battle of the forms" or the application of UCC § 2-207 to sales and purchases between the Parties.

I. Definitions:

1.1 "Consequential Damages" shall mean any loss, damage or injury of whatsoever nature which does not follow directly from the act or omission in question but from the consequence or result of such act or omission and shall, for purposes of all matters related in any way to this Agreement or the Products or Services provided hereunder, always includes (i) indirect, special, incidental, exemplary, or punitive damages, or (ii) loss of business, loss of profit or revenue (which, for clarity, shall not include any compensation to RBWEA by way of remuneration for Services and/or Products provided), business interruption, loss of use of facilities, loss of use of personnel, equipment and services contracted from third parties, loss of opportunity, loss of product or production, fines or penalties and any other indirect loss of a similar nature; whether sounding in contract, tort, indemnity or otherwise, regardless of whether such loss or damage is foreseeable, and even if such loss or damage could be classified as direct or as general damages under the circumstances in which the claim is made.

1.2 "Intellectual Property" shall mean any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, inventions, and

patents, eligible for protection under applicable trademark, patent, copyright and intellectual property laws.

1.3 "Liabilities" shall mean any costs, expenses, losses, fines, penalties, damages, claims, causes of action, including attorneys' fees, investigation costs and litigation expenses.

1.4 "Products" shall mean, in singular or plural, any material, equipment, system, tool, instrument, consumable, spare part, component, goods, merchandise or product sold or provided by RBWEA to Purchaser.

1.5 "Purchase Order" shall mean, either in singular or plural, any document or authorization (written or verbal) issued by Purchaser for the purchase of any Products and/or Services referenced in the Quotation.

1.6 "Purchaser" shall mean the party purchasing Products or Services from RBWEA.

1.7 "Services" shall mean either singular or plural, any type of service sold or furnished by RBWEA to Purchaser.

1.8 "RBWEA" shall mean the R.B. Williamson Energy Advisors, LLC entity identified on the face of the Quotation and providing Products or Services hereunder.

1.9 "Terms and Conditions" shall mean these Terms and Conditions for sales of Products and Services.

1.10 "Refurbished Products" shall mean Products that are not new and that have been previously used, owned, or operated. Refurbished Products may include new, used, repaired, reconditioned, or replacement components.

II. TERMS AND CONDITIONS

2.0 Pricing and Payment

2.0.1 Prices: Prices stated in the Quotation are firm for the period stated therein and are subject to revision after expiration of such period.

2.0.2 Taxes: Purchaser is responsible for all Transactional Taxes associated with the Services and/or Products under any applicable federal, state or local law. The Price provided herein is exclusive of Transactional Taxes. Purchaser is required to provide any applicable tax exemption certificate prior to the issuance of a Purchase Order.

2.0.3 Payment and Delinquency Charge: Unless a shorter period is provided in the Purchase Order, payment for any Products or Services is due within thirty (30) days of receipt of invoice. All accounts are payable in the currency identified in the Quotation unless otherwise agreed or directed by RBWEA, free of exchange rate variation or collection charges and without any offset, discount, deduction or counterclaim pursuant to the payment instructions provided by RBWEA. Unless the quote provides differently, Purchaser accepts that a delinquency charge of 1% (one percent) per month will be added on any amount not paid within the stated terms of payment and thereafter on all accounts in arrears, without exceeding the maximum permitted by law until paid. Purchaser is

responsible for all costs and expenses, including attorneys' fees, incurred by RBWEA in collecting any amounts owed for Products or Services beyond the stated due date. Purchaser accepts that any failure to make payments when due shall entitle RBWEA to suspend further performance until payment is received.

3.0 Warranties and Guarantees

3.0.1.1 Products Warranty: RBWEA warrants Products it manufactures against defects in material and workmanship for a period of one (1) year from the date of Delivery ("Product Warranty"). The Product Warranty does not apply to any Product or component manufactured by RBWEA which (i) has been repaired or altered by anyone other than RBWEA, (ii) has become defective or damaged due to normal wear and tear (iii) has become damaged due to improper storage, misuse, negligence or casualty, or (iv) has been operated or maintained contrary to RBWEA's instructions and warnings. Purchaser's sole remedy, and RBWEA's sole liability, for a Product Warranty defect shall be for repair or replacement, at RBWEA's sole discretion, of the Product. RBWEA shall have no liability hereunder for costs associated with access, removal or reinstallation of the Product required for such performance. RBWEA assumes no liability under this or any other warranty for components not manufactured by RBWEA. Claims for breach of warranty must be made in writing within ten (10) days upon discovery and sent by registered mail to the home office. RBWEA, 2737 East Latimer Street, Tulsa, OK 74110. Defective products or parts must be held by purchaser for inspection by RBWEA or at RBWEA option returned to RBWEA F.O.B. (Free On Board per Incoterms), its Tulsa factory.

3.0.1.2 Refurbished Products Warranty: RBWEA warrants Refurbished Products against defects in replaced components and workmanship for a period of ninety (90) days from the date of Shipment.

3.0.2 Services Warranty

3.0.2.1 General Warranty: RBWEA warrants that the Services shall conform to any mutually agreed upon specifications and be performed in a good and workmanlike manner. In the event the Services fail to comply with the foregoing warranties within ninety (90) days from completion of the Services, RBWEA shall reperform the non-conforming Services at no cost to Purchaser.

3.0.3 Special Work Provisions and Limitations

3.0.3.1 Equipment Services: equipment storage fees begin 30 days after receipt of quotation at \$4.00 per square foot of storage space. After 150 days equipment shall be deemed abandoned by the owner. RBWEA shall have the sole and exclusive right to dispose of, scrap, sell, or otherwise remove the equipment at its discretion and apply any proceeds toward unpaid storage fees or associated costs.

3.0.3.2 Consulting Services: In the event RBWEA provides any type of consulting or other professional Services, RBWEA agrees to perform such Services in accordance with the

degree of skill and care ordinarily exercised by practicing professionals performing similar Services under similar circumstances. RBWEA makes no other representations and no warranties of any kind, whether express or implied, with respect to its consulting or other professional Services.

3.0.3.3 Training: RBWEA may provide Purchaser basic training on the use and operation of Products, but Purchaser expressly acknowledges that completion of such training shall not constitute or result in any certification by RBWEA of the trainees' operation of the Product. This training shall not be considered a substitute for any other required or recommended training on use of the Products. In no event, shall RBWEA be liable for any failure by a training recipient to operate Products properly or for their lack of knowledge, experience or skill with respect to the operation or use of the Products.

3.0.3.4 Rental Equipment: If RBWEA provides rental equipment to Purchaser, whether owned by RBWEA or rented through a third-party equipment company ("Rental Equipment"), the following shall apply: (a) Purchaser shall be responsible for and shall indemnify RBWEA from any damage to such Rental Equipment while in use or possession by Purchaser, Owner, or any other contractor, representative or agent of Purchaser or Owner, except for normal wear and tear, and (b) Purchaser warrants that any Rental Equipment provided by RBWEA shall not be used by anyone other than Purchaser without the prior written consent of RBWEA.

3.1 Indemnification and Limitation of Liability

3.1.1 Indemnity: RBWEA and Purchaser shall each release, defend, indemnify, and hold the other harmless from all claims, ACTIONS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) for personal injury, including death, or property damage or loss, in favor of any third party for any loss OR DAMAGE TO THE EXTENT directly or indirectly caused by the indemnifying party's negligence or fault. When a THIRD-PARTY loss is the result of joint or concurrent negligence of RBWEA AND Purchaser, the indemnitor's duty of indemnification shall be in proportion to its allocable share of negligence. A Party shall not be indemnified under this Agreement for any losses OR DAMAGE caused directly or indirectly by that Party's own gross negligence or intentional misconduct.

3.1.2 Consequential Damages: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR ANY MEMBER OF ITS RESPECTIVE GROUP) WILL BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL DAMAGES EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND SUCH DAMAGES SHALL BE CONSIDERED HEREBY WAIVED.

3.1.3 Limitation of Liability: Notwithstanding anything in THIS AGREEMENT or any other document to the contrary, TO THE FULLEST EXTENT PERMITTED BY LAW and irrespective of RBWEA's fault, NEGLIGENCE, strict liability, breach of contract, or breach of warranty,

whether under warranty, CONTRACT, indemnity, negligence, tort, insurance or otherwise, RBWEA's MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR SERVICES shall not exceed \$250,000 (two hundred fifty thousand Dollars USD), inclusive of any payments to Purchaser by RBWEA's insurance carriers, and RBWEA is hereby released from any liability in excess of said amount.

3.2 Confidentiality and Intellectual Property

3.2.1 Except as otherwise provided herein, Contractor and Company agree that Confidential Information communicated by one Party ("Disclosing Party") to the other ("Receiving Party"), shall be treated as and held in strict confidence by Receiving Party, shall be used only for purposes of the Agreement by Receiving Party, and that no information, including without limitation the provisions of the Agreement, shall be disclosed by the Receiving Party, its agents, representatives or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, and trade secret information. Notwithstanding the foregoing, RBWEA shall be entitled to disclose Confidential Information to its affiliates or other members of its Group for the purpose of performing this Agreement while remaining responsible for such member's compliance with the requirements of this Section. This Section shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose any Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of legal counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement so that it may have a reasonable opportunity to object to such disclosure. The terms of this provision shall survive the termination of the Agreement and for two (2) years thereafter.

3.3 Governing Law

3.3.1 All rights, duties and obligations arising under this limited Warranty shall be governed by the laws of the State of Oklahoma, U.S.A. regardless of conflict of law provision

THANK YOU FOR CHOOSING RBWEA!