

Lufkin Terms and Conditions

1.0 ACCEPTANCE OF TERMS

Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and/or are expressly incorporated by reference (collectively, the "**Order**"), including amendments, specifications and other documents referred to in this Order. Unless otherwise stated on the face of the Order or in a separate written supply agreement between the parties, the terms herein shall prevail over conflicting terms. If any "click-wrap," "clickthrough," "browse-wrap," or "shrink-wrap" terms are included or embedded with the goods or services, including software, those conditions will be of no force and the Order will prevail. Issuance by Buyer of this Order shall not constitute an acceptance of any of Seller's offers to sell, quotations, or other proposals. Reference in the Order to any such offers to sell, quotations or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations or proposals. **ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY BUYER IN WRITING.**

2.0 PRICES, PAYMENTS AND QUANTITIES

2.1 Prices & Taxes

All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision pursuant to Section 6.0. Seller warrants that the pricing for any goods/services shall not exceed the pricing for the same or comparable goods/services offered by Seller to third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods/services, and the parties shall promptly make the appropriate price adjustment. Seller's prices include all taxes, fees and/or duties applicable to the goods and/or services, as well as Deliverables, purchased under this Order; provided, however, that any value added tax ("**VAT**") and/ or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by applicable laws, treaties, conventions, protocols, common law, regulations, ordinances, codes, standards, directives, orders, including judicial orders, and rules issued by governmental agencies or authorities which are applicable to the goods, services and/or the activities contemplated or provided under this Order (collectively, "**Law(s)**") to charge any VAT and/or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by Law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. Seller shall be solely responsible for the payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon for which, in relation to the Order, Seller is responsible and liable (collectively the "**Seller Payments**"); and to the maximum extent permitted by all Laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable Laws, Seller shall establish and/or register an office, branch and/ or division in the country where any part of the Order is to be performed, and/ or to qualify as an organization legally operating and doing business in such country(ies) and for imposing a similar obligation upon any supplier, vendor, contractor, representative and/or agent of Seller of any kind and tier used to perform any services or provide any goods or Deliverables hereunder (collectively each a "**Subcontractor**"; Seller, its Subcontractors and its or their employees, representatives, agents and/or invitees of any kind shall be referred to collectively as the "**Seller Group**").

2.2**(a) Payments**

Buyer is not obligated to purchase any quantity of goods and/or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Unless otherwise stated on the face of the Order or prescribed by Law, payment terms are net due 90 calendar days from the later of (1) the date of receipt of a valid invoice by Buyer or (2) the receipt of conforming goods and/or services by Buyer. Seller's invoice shall in all cases bear the Order number and shall be issued no later than ninety (90) days after receipt of the goods by Buyer and/or Seller's completion of the services. To the maximum extent permitted by Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Seller to suspend performance and any resulting delay in Buyer's payment or nonpayment shall be Seller's sole responsibility. Seller warrants that it is authorized to receive payment in the currency stated in the Order. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement. "**Affiliate**" shall for the purposes of this Order mean, with respect to either party, any entity, including without limitation, any individual, corporation, company, partnership, joint venture, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

(b) Discounts

If noted on the face of the Order or otherwise agreed by the parties in writing, Buyer shall be entitled, either directly or through an Affiliate, to take an early payment discount of 0.0333% of the gross invoice price for each day that actual payment precedes Buyer's payment due date under the Order. By way of example, an early payment reduction of 2.5% would correspond to a payment made 75 days earlier than the payment due date, and an early payment reduction of 0.333% would correspond to a payment made 10 days earlier than the payment due date. If Buyer takes an early payment discount to settle an invoice, Seller confirms that (i) Buyer has assigned its right, title and interest in the related goods and/ or services to a Buyer Affiliate and title to such goods and/ or services shall pass directly to the Buyer Affiliate in accordance with the terms of this Order; (ii) once title to such goods and/ or services has passed to the Buyer Affiliate, the Buyer Affiliate shall immediately and directly transfer such title to Buyer; and (iii) all of Seller's obligations under this Order, including Seller's representations and warranties, shall extend to and benefit Buyer as if title passed directly to Buyer.

(c) Batched Payments

Buyer may choose to group all invoices that have not been discounted and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Monthly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates. Alternatively, Buyer may choose to group and pay on a quarterly basis all invoices that have not been discounted as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May shall be grouped and Buyer shall initiate payment on the third day of April or if that day is not a business day, then on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August shall be grouped and Buyer shall initiate payment on the third day of July or if that day is not a business day, then on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November shall be grouped and Buyer shall initiate payment on the third day of October or if that day is not a business day, then on the next business

day; and (iv) invoices with Net Dates ranging from the sixteenth day of November to the fifteenth day of February shall be grouped and Buyer shall initiate payment on the third day of January or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Quarterly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates.

2.3 Guaranty

Buyer reserves the right to require Seller to provide, within 15 calendar days of the date of the request, a parent company guaranty from its ultimate parent company or shareholder guaranty or equivalent guaranty in the form and substance provided by or at a minimum acceptable to Buyer.

2.4

(a) Quantities

Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or release and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account. Goods delivered to Buyer in excess of the quantities specified in Buyer's Order or release and/or in advance of schedule may be returned to Seller at Seller's risk and expense, including but not limited to, any cost incurred by Buyer related to storage and handling of such goods

(b) Cessation of Production/Replacement Parts

Seller shall give Buyer at least 180 calendar days' prior written notice of the permanent discontinuance of production of any goods purchased hereunder and/or necessary for the production/provision of goods and/or services hereunder. The foregoing obligation shall survive termination or expiration of this Order for one calendar year. Furthermore, for all goods purchased hereunder, Seller shall provide replacement parts for a period of 5 years after production by Seller of such goods ceases. The prices for any replacement parts shall not exceed those prices in effect at the time production of the relevant goods ceases, and no set up charges shall be permitted by Seller or paid by Buyer. After the end of the above-referenced five-year period, Seller shall continue to maintain in good working condition all Seller-owned tooling required to produce the goods and/ or the replacement parts, and shall not dispose of or sell such tooling without first contacting Buyer and offering Buyer the right to purchase such tooling. No minimum order requirements for replacement parts or other items shall apply. All replacement parts purchased by Buyer shall be subject to the terms of this Order.

3.0 DELIVERY AND PASSAGE OF TITLE

3.1 Time is of the essence of this Order

Seller shall deliver all goods and services, including Deliverables within Buyer's delivery schedule as set forth in the Order. As used herein, the term "**Deliverables**" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, ideas, techniques, methods, processes, information, data, documentation and materials, that Seller creates, prepares or delivers to Buyer, or otherwise produces, conceives, makes, proposes or develops, in the context of rendering any work to Buyer hereunder. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods and related documents (including, but not limited to, drawings, Spare Parts Interchangeability Report ("**SPIR**"), certificates, manuals and quality documents) and/or complete the services as scheduled, Seller shall pay 1% of the total amount of the Order per week or part of the week of delay, up to 15% of the total value of the Order. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay based on circumstances

existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty. However, the parties agree that it is not possible for them to estimate or calculate the damages that Buyer may suffer as a result of delays exceeding 15 weeks; accordingly, for any delay exceeding 15 weeks, Buyer shall be entitled to recover any documented additional damages that Buyer incurs as a result of Seller's additional delay. In this context, Seller hereby acknowledges that the goods and/or services it provides hereunder may be linked to or a part of a back-to-back supply obligation of Buyer with its customer(s). Unless expressly agreed to the contrary in writing, Buyer's remedies are cumulative and Buyer shall be entitled to pursue any and all remedies available under applicable Law, contract and/or equity, including but not limited to Buyer's right to terminate this Order for default. Furthermore, if Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest method at Seller's cost.

3.2 Incoterms

Unless otherwise stated on the face of the Order: (a) goods shipped to Buyer's dock shall be delivered FCA (Seller's site); and (b) goods shipped as MSD for delivery outside of the source country shall be delivered FCA (Seller's site) or FOB (Port of Export) where the goods will be delivered by sea. All delivery designations are INCOTERMS 2010. Title to goods to be shipped from the United States of America ("**U.S.**") shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S.; for purposes of the Order, the parties acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all other cases, title shall be transferred to Buyer upon delivery. Goods delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may specify contract of carriage and named place of delivery in all cases. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number ("**ECCN**") and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to this Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements. Seller understands that its failure to comply with any such Buyer specifications and other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller and give rise to any other remedies available at law, contract and/or equity.

3.3 Shipping Documents

Seller shall include with the packing list for each shipment a detailed, complete bill of material/parts list ("**BOM**") that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. When requested by Buyer, Seller shall provide a packing list with values for each item. Seller shall also include, in each item shipment, the complete BOM for such item and indicate which components of the BOM are included in the shipment as well as the BOM components that are not included in the item shipment. Such BOM shall be included with the packing list for each shipment. When requested by Buyer, Seller shall provide a packing list with values for each item.

4.0 BUYER'S PROPERTY

4.1 Buyer's Tools, Equipment and Other Property

Buyer assumes no obligation to furnish Seller with any tools, equipment or materials for the performance of this Order, except as may be expressly provided otherwise. Such tangible and intangible property (including information, data, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment or other material) furnished by Buyer shall be and remain Buyer's property and shall be accepted and used by Seller, including its Subcontractors and the rest of the Seller Group, in "AS IS" and "WHERE IS" condition, with all faults and without any warranty whatsoever, express or implied. Seller shall use such property at its own risk.

Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, safely stored separate and apart from Seller's property, and properly maintained by Seller. Seller shall use Buyer's property only to perform this Order or other Buyer's orders, and shall not use it, disclose it to others or reproduce it for any other purpose whatsoever. Such property, while in Seller's care, custody or control, shall be held at Seller's sole risk, kept free of any encumbrances and insured by Seller at Seller's expense in an amount equal at least to the replacement cost thereof, with loss payable to Buyer, and subject to removal, or restitution if damaged or destroyed, immediately upon Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. As noted in Section 3.4 above, any consigned material, tooling or technology used in connection with the production of the goods supplied hereunder shall be identified on the relevant commercial or pro forma invoice used for international shipments.

4.2 Intellectual Property

Seller retains ownership of all intellectual property it owned before or developed independent of this Order. Seller hereby grants Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use, and sell products and services embodying any and all intellectual property which may be used, made, conceived, or actually reduced to practice in connection with the performance of an Order. If Buyer furnishes specifications, requirements, designs, Confidential Information, data, or other intellectual property (collectively, "Designs") to Seller for the manufacture of the goods or provision of services, then Seller acknowledges that Buyer is and remains the sole and exclusive owner of the Design, and all improvements, modifications, derivative works and intellectual property rights in them. Seller hereby assigns, and will cause Seller Group to assign, all improvements, modifications, derivative works and intellectual property rights in the Designs to Buyer or its designee. If the Order includes paid-for services (including other payment in kind) for development of technology, Seller also agrees to assign and deliver, and will cause Seller Group to assign and deliver, all intellectual property rights and materials related to the development to Buyer or its designee. "**Buyer Intellectual Property**" means: (i) Intellectual Property for all goods and/or services under the Order except what Seller owned prior to or developed independently of its obligations under the Order; (ii) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller's performance under the Order; and (iii) creations and inventions that are otherwise made by Seller through the use of Buyer's or its Affiliates' equipment, funds, supplies, facilities, materials and/or Confidential Information. Buyer grants Seller a non-exclusive, non-assignable, revocable license to use Buyer Intellectual Property and Confidential Information furnished to or accessed by Seller that is necessary for the sole purpose of performing the Order. Seller may not use, disclose, or reproduce Buyer Intellectual Property or Confidential Information for any other purpose. Seller agrees that it will neither apply for any registration of rights in any Buyer Intellectual Property nor oppose or object in any way to applications for registration thereof by Buyer or others designated by Buyer.

5.0 ON-SITE ACTIVITIES

If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a site owned, run and/or operated by Buyer, its Affiliate(s) or a customer of Buyer or a Buyer Affiliate (each a "**Site**") for longer than 10 consecutive calendar days or 14 cumulative days within a fiscal quarter, or involves access by any member of the Seller Group to any networks of Buyer, its Affiliates and/or its or their customers, then Seller warrants and represents that it shall verify such personnel's identity, at its expense, before deploying or granting access to any member of the Seller Group, to the extent permitted by Law and after securing required and/or appropriate written authorization from the relevant personnel, including performing a watchlist and background screen of such personnel. If required by Buyer, Seller will also ensure such personnel undergo medical examinations, physical

agility testing and/or drug and alcohol testing (collectively, "***Fitness for Duty***" requirements), subject to Law, in order to provide reasonable assurance that such personnel will be sufficiently fit to safely perform their duties without excessive risk of harm to themselves or others.

If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a Site, Seller shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Seller Group, (b) damage to the property of any of the members of the Seller Group, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Seller and/or other members of the Seller Group, HOWEVER SUCH INJURY, DEATH OR DAMAGE MAY BE CAUSED, WHETHER CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF ANY PARTY OR THIRD PARTY, THE CONDITIONS OF THE PREMISES OR OTHERWISE.

6.0 CHANGES

Buyer may at any time make changes within the general scope of this Order, and Seller shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a material increase or decrease in the cost and/or time required for the performance of any work under this Order, an equitable adjustment shall be mutually agreed in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 30 calendar days from Seller's receipt of the change (or suspension) notification, and may only include reasonable, direct and documented costs that will necessarily be incurred as a direct result of the change.

Notwithstanding anything contrary in this Order, in no event shall Buyer be responsible for Seller's loss of profit or for any indirect, special, punitive and/or consequential damages. Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods and/or services, their specifications and/or composition; (b) material process changes; (c) material plant and/or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; and/or (e) material changes to its procurement of goods/services in connection with the Order, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys and/or testing necessary to determine the impact of such change on the goods and/or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer.

7.0 QUALITY AND AUDITS

7.1 Inspection, Testing and Audits

In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with Laws and the terms of this Order, upon reasonable notice by Buyer:

- (a) all goods, materials, drawings and services related in any way to the goods and services purchased hereunder shall be subject to inspection and test by Buyer, its Affiliates, its or their relevant customers and/or its or their representatives (each of the foregoing, an "***Inspector***") at all times and places, including locations where the goods and services are created or performed, whether they are at premises of Seller, Seller's Subcontractors or elsewhere; and
- (b) Seller's books and records relating to this Order shall be subject to inspection and audit by an Inspector. Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspectors

while they are present on Seller Group's premises, including, where requested by an Inspector for safety-related concerns, stop all activities immediately. If the safety, health or security of the Inspectors on such premises may be imperiled by local conditions, Buyer and/or its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises at no cost and without liability. If specific Inspector tests, inspection and/or witness points are included in this Order (e.g., approval of drawings), the goods/services shall not be shipped/performed without the competent Inspector's release or a written waiver of test/inspection/witness point; however, Buyer shall not be permitted to unreasonably delay shipment/provision. Seller shall notify Buyer in writing at least 30 calendar days prior to each of Seller's scheduled final and, if applicable, intermediate test/inspection/witness points. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order requirements nor impose liabilities on Buyer and/or its Affiliates.

7.2 Quality

Seller shall provide and maintain an inspection, testing and process control system ("**Seller's Quality System**") that is acceptable to Buyer and complies with Buyer's quality policy and/or other quality requirements set forth on the face of the Order or are otherwise agreed to in writing. Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liability of Seller under this Order. Seller shall keep complete records relating to Seller's Quality System and related data and shall make such records available to Buyer for:

- (a) 10 years after completion of this Order;
- (b) such period as set forth in the specifications applicable to this Order; or
- (c) such period as required by Law, regulation, code or accounting rules, whichever period is the longest

7.3 Recall(s)

If a recall is required by Law, any governmental agency or court having jurisdiction, or Buyer or Seller reasonably determines that the goods create a potential safety hazard or unsafe condition and as a result that a recall is advisable, the parties shall promptly communicate such facts to each other. To the maximum extent permitted by Laws and/or competent governmental agencies, Buyer shall have the right to determine whether a voluntary recall of the affected goods is warranted or advisable. Seller and Buyer shall cooperate with and assist each other in any corrective actions and/or filings.

To the extent a recall is determined to have been caused by a defect, non-conformance or noncompliance that is the responsibility of Seller, Seller shall reimburse and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including all costs related to: (a) investigating and/or inspecting the affected goods; (b) notifying Buyer's customers; (c) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods; (d) packing and shipping the recalled goods; and (e) media notification.

8.0 REJECTION

If any of the goods and/or services furnished pursuant to this Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or any of its Subcontractors, then Buyer, at its discretion and at Seller's expense may reject and return all or any portion of such goods and/or services as well as any other remedies available at law or in equity, including but not limited to the remedies listed in 9.3, below. For any repairs or replacements, Seller,

at its sole cost and expense, shall perform any tests reasonably requested by Buyer to verify conformance to this Order.

9.0 WARRANTIES

9.1 Supplier Statement of Warranty

Seller warrants that all goods and services provided pursuant to this Order, whether provided by Seller or any of its Subcontractors, will:

- (a) be new and of merchantable quality;
- (b) be free from all defects in design, workmanship, material and title, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order);
- (c) be provided in strict accordance with all requirements, regulations, codes, standards, specifications and other requirements approved or provided by Buyer;
- (d) be provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Seller's industry; and
- (e) not infringe any intellectual property right or include any Copyleft type license.

9.2 Warranty Period

The foregoing warranties shall apply for a period of: (a) 24 months from the date when goods are put into operation or (b) 48 months from delivery of the goods or performance of the services, plus delays attributable to Seller's actions such as those due to non-conforming goods and services, whichever occurs last.

9.3 Remedies

If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its discretion and at Seller's expense may: (a) require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming goods and/or services with goods and/or services that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event all related costs and expenses (including, but not limited to, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; (c) reject and return all or any portion of such goods and/or services and/or (d) withhold total or partial payment. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or 24 months after repair or replacement.

10.0 SUSPENSION

Buyer may suspend performance of all or any part of the Order at any time by notice to Seller. Upon receiving notice, Seller shall promptly suspend work to the extent specified, properly protect all work in progress and materials. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice. Seller shall resume diligent performance on the specified effective date of withdrawal. Claims for cost or time resulting from suspension shall be resolved in accordance with Section 6.

11.0 TERMINATION

11.1 Termination for Convenience

Buyer may terminate all or any part of this Order without cause by ten 10 days' written notice to Seller. Upon termination (other than due to Seller's insolvency or default including any failure to comply with this Order), Buyer and Seller shall negotiate reasonable termination costs consistent with costs allowable under Section 6.0 and identified by Seller within 30 calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Buyer shall have the right to terminate at no cost all Orders with delivery lead times of 60 calendar days or longer by providing written notice within 14 calendar days of Seller's final Order acceptance.

11.2 Termination for Default

Except for delay due to causes beyond the control and without the fault or negligence of Seller or any of its Subcontractors (lasting not more than 60 calendar days), Buyer, without liability, may by written notice of default, terminate the whole or any part of this Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order in accordance with its terms; and/or (c) fails to comply with any of the terms of this Order. Such termination shall become effective if the Seller does not cure such failure within 10 calendar days of receiving notice of default or immediately if such breach is incapable of cure. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services comparable to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

11.3 Termination for Insolvency/Prolonged Delay

If Seller ceases to conduct its operations in the normal course of business or fails to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency Laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made or an excused delay (or the aggregate time of multiple excused delays) lasts more than 60 calendar days, Buyer may immediately terminate this Order without liability to the fullest extent permitted by the Governing Law, except for goods or services completed, delivered and accepted within a reasonable period after termination (which will be paid for at the Order price).

11.4 Obligations on Termination

Unless otherwise directed by Buyer, after receipt of a notice of termination of this Order, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders, except as necessary to complete any continued portion of this Order; (c) terminate all subcontracts to the extent they relate to work terminated and (d) deliver to Buyer all completed work and work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 16.

12.0 INDEMNITY & INSURANCE

12.1 Indemnity

Seller shall defend, indemnify, release and hold harmless Buyer and its Affiliates against any and all claims and liabilities arising from any act or omission of Seller and/or any other member of the Seller Group, including for Buyer Group's negligence, but not including when claims and liabilities are attributable to the gross negligence of Buyer.

12.2 Insurance

In support of Seller's indemnity and contractual obligations, for the duration of this Order and until expiration of Seller's warranties hereunder, Seller shall, at its own cost and expense, obtain and maintain through a reputable primary insurance company licensed in the jurisdiction where goods are manufactured and/or sold and where services are performed, adequate insurance to cover its obligations under this Order or as required by Law, including, as necessary: (a) **Commercial General Liability** (US\$3,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate) with coverage for (i) bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in this Order, (ii) products/completed operations liability, (iii) sudden and accidental pollution liability it (US\$2,500,00.00 per occurrence unless goods sold intended for subsea installation, then US\$10,000,000.00 per occurrence), and (iv) all of the following types of coverages, where applicable: (1) contractors protective liability, (2) collapse or structural injury, (c) damage to underground utilities, and if marine operations are included in supplier's scope of supply, (3) marine liability; (b) **Property Insurance** on an "All-risk" basis covering the full replacement cost value of all property owned, rented or leased by Seller in connection with this Order, covering damage to Buyer's, its customer's or its Affiliates' property in Seller's care, custody and control and including Buyer as a Loss Payee; (c) **Automobile Liability** (US\$2,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate) covering all owned, hired and non-owned vehicles used in the performance of the Order; (d) **Workers' Compensation and Employer's Liability** (greater of amount required by Law and US\$2,500,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate), (e) **Professional Liability Insurance** (US\$3,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate), (f) **All Risk Marine/Inland Transport Insurance** in an amount equal at least to the value of each shipment made in connection with this Order; (g) **and any other insurance** that Buyer may reasonably require based on the scope of the Order and which is commercially available to Seller. The limits required in (a), (c), and (d) may be satisfied through a combination of primary and umbrella/excess liability policies. Seller shall notify Buyer of any material modification, cancellation or lapse during the term of this Order by giving 30 days' advance written notice to Buyer. All Seller insurance in support of the scope of the Order shall be primary, endorsed to provide a waiver of subrogation in favor of Buyer and list Buyer as an additional insured. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance policies are in effect and copies of the insurance policies as reasonably required by the Buyer. Copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event its insurance policies are not in compliance herewith. Acceptance of certificate(s) that are not compliant with the stipulated coverages shall in no way whatsoever imply that Buyer has waived its insurance requirements.

13.0 ASSIGNMENT AND SUBCONTRACTING

Seller may not assign or novate (including by change of ownership or control, by operation of Law or otherwise) this Order or any interest herein, including payment, without Buyer's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Order without Buyer's prior written consent. Any assignee/ novatee of Seller shall be bound by the terms and conditions of this Order. Seller shall not utilize any Subcontractors who are likely to interface with any government official in providing the work called for under this Order to or on behalf of Buyer without the prior written approval of Buyer. Buyer may freely assign this Order to any third party or Affiliate.

14.0 PROPER BUSINESS PRACTICES

As an essential element of this Order, Seller hereby represents, warrants, certifies and covenants (collectively, "**Covenants**") that it is committed to unyielding integrity and will act in a manner consistent with The Lufkin

Supplier Integrity Agreement (the "**SIA**"). Seller hereby expressly confirms it has carefully reviewed the SIA and Seller shall remain solely responsible to take all necessary measures to ensure Seller and the other members of the Seller Group comply with the SIA. Seller shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order.

15.0 COMPLIANCE WITH LAWS

As a material element of this Order, Seller Covenants that it will comply with: (a) all Laws; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent seller who is engaged in the same type of service or manufacture under similar circumstances. Seller holds the full responsibility of compliance with this document and to determine all the country/local applicable installation requirements, regulations, other requirements, codes and standards that relate in any way to the scope of supply, and comply with the foregoing. Seller's non-compliance with country/local applicable installation requirements, regulation other requirements, codes and standards shall be considered a breach of the warranties in Section 9.

15.1 General

(a) Health, Safety, and Environment

Seller Covenants that it will take the necessary and appropriate actions and precautions to protect health, safety and the environment, including to prevent any injury to persons, property and/or the environment and has established effective requirements to ensure any members of the Seller Group and any suppliers it uses to perform the work called for under this Order will be in compliance with Section 15.0 of this Order.

(b) Material Content and Labelling.

Seller Covenants that each chemical substance or hazardous material (any substance or material defined as such, or regulated on the basis of potential impact to safety, health or the environment, pursuant to applicable Law) constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labelled, documented shipped and/or registered under applicable Law. Seller shall provide with the goods in the language(s) of the locations where the goods are delivered to Buyer or its designee: safe use instructions; hazard communication, safe transport and labelling information; regulatory, compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS) in all readily available languages. Upon request, Seller shall provide the chemical composition of the goods and any other relevant information regarding the goods, including without limitation, test data and safe use and hazard information, subject to reasonable protection of Seller's confidential business information. Notwithstanding the foregoing, Seller Covenants that none of the goods contains any of the following: (i) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("**PCBs**"), polybrominated biphenyls ("**PBBs**"), polybrominated diphenyl ethers ("**PBDEs**"), nanoscale materials; or (ii) any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations, unless Buyer expressly agrees in writing.

(c) **Waste Management.**

Seller Covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable Law that it generates in the performance of any services or supply of any goods under this Order, including while at a Site or a Seller Group location, including responsibility for managing such wastes in accordance with applicable Law.

(d) **Residual Risk Summary and Hazardous Area Identification.**

If and to the extent Seller utilizes designs that are not provided directly by Buyer (e.g., in case of Seller designs or designs of Subcontractors), the following clauses shall apply:

(i) **Risk Assessment.**

Seller Covenants that it will review and assess the safety of all goods (and any portion thereof) supplied to Buyer under this Order by conducting a safety risk assessment pursuant to the principles defined in ISO Standard 12100:2010 (Safety of Machinery - General Principles for Design - Risk Assessment and Risk Reduction) and the related guidelines, and that it will adopt the safety measures so identified. If, notwithstanding the implementation of such safety measures, certain risks remain ("**Residual Risks**") those shall be clearly identified, properly and immediately notified to Buyer in a Residual Risk Summary and included in the relevant manuals to be provided as part of the Order.

(ii) **Hazardous Area Identification.**

If any of the goods (or any portion thereof) to be provided to Buyer under this Order will or might process combustible gas, vapor and/or liquid, Seller shall provide to Buyer the Hazardous Area Classification Report, as per IEC Standard 60079-10 ("**Electrical apparatus for explosive gas atmospheres, Part 10: Classification of hazardous areas**"), clearly and properly identifying all potential combustible gas, vapor and/or liquid leak sources and, for each potential leak source, the specific combustible gas/vapor/liquid type, as well as the pressure, temperature, and frequency of the condition. The Hazardous Area Classification Report shall consider the entire life cycle of the relevant goods, materials, products and/or items (or any portion thereof), including but not limited to commissioning, use, and maintenance. Seller shall refer to IEC Standard 60079-10 for the specific methodologies and requirements concerning the Hazardous Area Classification Report.

15.2 Labor

Seller Covenants that, if applicable, it will comply with Section 211 of the U.S. Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts), or with any comparable Laws prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform Buyer of any alleged violations, notice of filing of a complaint or investigation related to any such allegation or complaint. Seller further Covenants that no goods or services supplied under this Order have been or will be produced, directly or indirectly:

- (a) utilizing forced, indentured or prison labor;
- (b) utilizing the labor of persons younger than 16 years of age or in violation of the minimum working age Law in the country of manufacture of the goods or performance of the services under this Order, whichever is higher;
- (c) in violation of minimum wage, hours or days of service, or overtime or other Laws governing the timing, method and amounts to be paid to workers as required by applicable local Laws;
- (d) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local Laws;

- (e) in violation of the principle that workers should be hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age and other characteristics protected by applicable local Laws (which shall not bar compliance with affirmative preferences that may be required by such Laws);
- (f) subjecting workers to any form of sexual or other harassment, compulsion or coercion, including, but not limited to, harassment based upon any protected characteristic, including age, race, national origin, religion, disability, gender and other characteristics protected by Laws; or
- (g) in violation of the U.K. Modern Slavery Act.

If forced or prison labor, or labor below applicable minimum working age is determined to have been used in connection with this Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. **Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from all costs and expenses related to any suit, claim, proceeding brought against Buyer, its Affiliates or its or their customers for any claim arising out of or related to Seller's violation of applicable labor or employment Laws, including but not limited to, any claim arising out of or related to Seller's failure to pay minimum wage, overtime wages, and/ or any other compensation or benefits owed to Seller's employees.**

15.3 Immigration and Visa

Seller Covenants that it will comply with all Laws applicable from time to time to work permits, immigration and visa and shall timely provide to the payment of any related administrative charges, fees or costs to the competent authorities. Seller Covenants that it will perform the activities set forth in this Section 15.3 and will take all actions required in connection with such activities on an autonomous and independent basis, relying on its own capabilities and resources, and without any support or assistance from Buyer. If Buyer, at Seller's request but at Buyer's option, provides support or assistance to Seller in connection with the activities of this Section, Seller shall release Buyer from all liability in connection with such activities, so far as permitted by Law, and furthermore shall indemnify and hold harmless Buyer and its Affiliates as well as its or their directors, officers, employees, agents, representatives, successors and assigns, against any and all suits, actions, proceedings and from any and all claims, demands, losses, judgments, penalties, damages, costs, expenses or liabilities arising from any act or omission of Buyer or an Affiliate in connection therewith. In the event the activities hereto are assigned or sub-contracted by Seller pursuant to Section 13.0, Seller shall ensure that any Subcontractors shall comply with this Section 15.3.

15.4 Anti-Dumping

Seller Covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under U.S. Law (19 U.S.C. Sec. 1671 et seq.), E.U. (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), as amended, or comparable Laws in such jurisdictions and/or any other country to which the goods may be exported. **To the full extent permitted by Law, Seller will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by Law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty.** In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered by Buyer from Seller, Buyer may terminate this Order with no further liability of any nature whatsoever to Seller hereunder. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to this Order in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller.

15.5 Duty Drawback

If Seller is the importer of record into the U.S. for any goods, including any component parts thereof, associated with this Order, Seller shall provide to Buyer all the required documentation for Duty Drawback purposes, which includes Customs Form 7552 entitled “Certificate of Delivery,” properly executed, as well as Customs Form 7501 “Entry Summary” and a copy of Seller’s invoice.

15.6 Export Controls

This Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to U.S., E.U. and/or other applicable export control Laws. Further, Seller agrees and gives assurance that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Buyer, or any good or product resulting therefrom, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on this Order, unless in accordance with export Laws. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations. If the Seller is in the E.U., Seller shall provide Buyer with copies of any export authorization required for the export of Seller’s goods, materials or items outside the E.U. in accordance with any applicable export control Law or regulation. If the Seller is based in a country not belonging to the E.U., Seller shall provide Buyer with copy of any export authorization required for the exportation of Seller’s goods, materials or items in accordance with any applicable export control Law or regulation. U.S. based Sellers of Equipment or any components shall be responsible for obtaining from the U.S. authorities any required authorization for re-export into the country of ultimate destination to be designated by Buyer, in accordance with any applicable export control regulations.

15.7 U.S. Government

Subcontractor Flow Downs for U.S. Government Commercial Items Contracts. If the goods and/ or services being procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, directly or through a prime contractor, Seller Covenants to comply with the terms and conditions applicable to goods and/ or services procured for the U.S. Government will be explicitly called out upon the Purchase Order.

16.0 CONFIDENTIALITY AND PUBLICITY

“**Confidential Information**” means any Buyer’s or a Buyer Affiliate’s property furnished to or obtained by Seller Group in connection with the Order (including, any drawing, specification, data, goods or information), and any information derived from them. Confidential Information also includes the terms of the Order. During the term of this agreement and 10 years after this agreement terminates, and for as long as Confidential Information remains a trade secret for Confidential Information that is a trade secret, the Seller Group (a) will use the information only for performing the Order; (b) protect the Confidential Information with at least a reasonable standard of care to prevent disclosure of the Confidential Information; (c) promptly notify Buyer if any of its Confidential Information is disclosed in breach of this agreement; (d) make copies of Confidential Information only as required to perform the Order and all permitted copies must be marked “*Lufkin Confidential - Do Not Use, Disclose, Reproduce or Distribute without Lufkin Permission*”; (e) and stop using and promptly return or destroy all Confidential Information and copies thereof (except the terms of the Order) upon termination of this agreement or upon Buyer’s request. The Seller Group may destroy all Confidential Information contained on system backup media according to the Seller’s backup policy. Seller may disclose Confidential Information to a Seller’s employees who has a need to know and who are bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this agreement. Seller may also disclose Confidential Information to comply with a legal obligation, but only after promptly notifying Buyer of its disclosure obligation so that Buyer may seek an appropriate protective order. Confidential Information does not include information that can be shown by written evidence that: (a) is or becomes publicly available other than as a result of disclosure by Seller Group; (b) was available on a nonconfidential basis to Seller Group before its disclosure to Seller Group; (c) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates, or (d) was independently developed by Seller, without reference to the Confidential Information. The confidentiality terms of this Order

supersede the terms of any prior non-disclosure agreement (“**NDA**”) concerning pre- Order negotiations with regard to all Confidential Information disclosed under the prior NDA. Except to the extent required by Law, Seller or its Group shall not release information with respect to the existence or terms of this Order or any related document and shall not use the name, logo, trademarks, photographs or any reference to Buyer or its Affiliates in advertising, marketing, public relations or similar publications without the prior written authorization of a duly authorized representative of Buyer or the relevant Buyer Affiliate.

17.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Seller shall indemnify, defend and hold Buyer and its Affiliates and their clients, employees, officers, directors, representatives, and agents harmless from and against any suit, claim or proceeding (and all costs and expenses related thereto) arising out of any actual or threatened infringement of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right or any litigation based thereon, with respect to any good or service (or part thereof) or the use of any good or service provided under the Order. Any settlement of such suit, claim or proceeding shall be subject to Buyer’s consent. If use of the good or service is enjoined, Seller shall, at Seller’s expense and at Buyer’s option, either procure for Buyer the right to continue using the good or service or replace the same with a non-infringing equivalent.

18.0 SUPPLY CHAIN SECURITY REQUIREMENTS

Seller shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism (“**C-TPAT**”) program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union (“**EU AEO**”) and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, “**SAFE Framework Programs**”) and implement appropriate procedures pursuant to such plan (the “**Security Plan**”) including with its sub-tier suppliers. Seller shall, upon request of Buyer, certify to Buyer in writing that its sub-tier suppliers’ Security Plans comply with all applicable SAFE Framework Programs.

19.0 PACKING, PRESERVATION AND MARKING

Seller shall ensure its packing, preservation and marking is in accordance with the specification drawings and any specifications that apply to the Order, or if not specified, with the best commercially accepted practices, and at a minimum with Laws. Seller shall place all markings in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

20.0 GOVERNING LAW

This Order shall in all respects be governed by and interpreted in accordance with the substantive laws of the State of Texas, U.S., excluding its conflicts of law provisions.

21.0 DISPUTE RESOLUTION

Any dispute, controversy or claim relating to this Order (“**Dispute**”) will be resolved first through good faith negotiations between the parties. If the Dispute cannot be resolved through good faith negotiation, then the parties agree to submit the Dispute to mediation in Houston, Texas under the International Chamber of Commerce (“**ICC**”) Mediation Rules. The requirement of mediation and negotiation may be waived upon mutual written consent of Buyer and Seller. If the Dispute is not otherwise resolved through negotiation or mediation within a reasonable time period, not to exceed 60 days, and the total amount in dispute is below US\$100,000.00 (one-Hundred Thousand U.S. Dollars), the Dispute will be resolved by proceedings administered by the International Centre for Dispute Resolution (“**ICDR**”) in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect (refer to the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at <http://www.icdr.org>). In the event the total



amount in dispute is above US\$100,000.00 (One-Hundred Thousand U.S. Dollars), the Dispute will be resolved by binding arbitration with the ICC in accordance with its Rules of Arbitration then in effect, as amended herein, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, TX (U.S.). Nothing in this Section 21.0 shall prevent or restrict either party's ability to seek interim, injunctive, or emergency measures of relief that may be available under the rules of arbitration or in a court of competent jurisdiction.

22.0 WAIVER

No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

23.0 ELECTRONIC COMMERCE

For contract formation and all other purposes, each electronic message sent between the parties will be deemed, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: a) "written" and a "writing"; b) "signed"; and c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the enforceability of any such electronic message on any grounds. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature.

24.0 PERSONAL DATA PROTECTION

Seller agrees that if it has access to Lufkin or affiliates information, or has access to a Lufkin Information System, then that information shall be Confidential Information. Furthermore, the Seller will be subject to the organizational, technical, and physical controls and other safeguards set out by the buyer.

25.0 ENTIRE AGREEMENT

This Order is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and, unless otherwise expressly agreed in writing between the parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of this Order, or any part thereof, shall not affect the remainder of such sentences, articles or paragraphs or any other sentences, article or paragraph of this Order, which shall continue in full force and effect. Further, the parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Seller. All provisions or obligations contained in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of an Order will survive and remain binding upon and for the benefit of the parties, their successors (including without limitation successors by merger) and permitted assigns including, without limitation, Sections 4.0, 5.0, 8.0, 9.0, 11.0, 12.0, 14.0, 15.0, 16.0, 17.0, 20.0, 21.0, and 24.0..

26.0 FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in delivery or performance under the Order to the extent such delay is directly attributable to events of Force Majeure, as defined herein, which are unavoidable, outside of its control after the exercise of due diligence and prudence and without its fault or negligence. Such Force Majeure Events shall include, without limitation, any act of God, or any government or any governmental body, war, insurrection, the elements, strikes or labor disputes (other than those of Seller's

personnel), or other similar or dissimilar cause that are, in each case, beyond the control of either party and are without the fault or negligence of either party. For the avoidance of doubt, the following shall not be deemed Force Majeure Events:

- (a) market conditions and/or fluctuations (including, without limitation, a downturn of Seller's business);
- (b) financial distress;
- (c) insufficient money to perform the Order;
- (d) shortage of labor, materials, equipment or other resources; and
- (e) events involving a previous or existing condition at or before the Order date.

The party claiming Force Majeure shall promptly (and no later than five (5) business days) notify the other party of the Force Majeure circumstances, giving details of the Force Majeure circumstances, and of the cessation of such circumstances, and the delivery or performance date shall be extended solely to the extent caused by the Force Majeure and so long as the Force Majeure continues. Notwithstanding the foregoing, (i) Seller shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due and (iii) Buyer may terminate this Order if the Force Majeure lasts more than 90 days. In no event shall Seller be entitled to any price adjustment or other financial relief under this Order as a result of any Force Majeure Event. In the event of a Force Majeure curtailment of deliveries compelling Seller to allocate production and deliveries of goods and/or services hereunder, Seller shall make such allocation in a manner that provides Buyer at least the same percentage of Seller's total output of goods and/or services that Buyer purchased on average in the twelve (12) months immediately preceding the Force Majeure situation. Seller shall have no right to place Buyer on allocation of any reason other than as set forth in, and in accordance with the terms of, this Force Majeure paragraph.