



GENERAL TERMS & CONDITIONS

These General Terms and Conditions (the "Terms and Conditions") shall govern the sale of goods or equipment ("Products") and any services (the "Services") performed or provided by Kimray, Inc. ("Kimray") to the undersigned customer ("Customer"). Kimray and Customer may be referred to herein individually as "Party" or collectively as "Parties."

1. APPLICATION: These Terms and Conditions are expressly incorporated into and form a part of each and every purchase order, delivery ticket, invoice, pricing proposal, or similar document between the Parties ("Purchase Order"). Each such Purchase Order shall be construed as a separate contract between the Parties named in the particular order. Any Purchase Order for Products shall be valid only to specify the Products to be provided, the shipping and delivery terms, and/or the price Customer shall pay Kimray for the Product. Any Purchase Order for Services shall be valid only to specify the Services to be provided, including the time in which the Services are to be provided, and/or the price Customer shall pay Kimray for the Services. All other "terms and conditions" contained in such documents shall be void and unenforceable. In the event that Kimray and the Customer have entered into a Master Service Agreement or other similar written agreement ("MSA"), the Parties agree that the MSA shall control over these Terms and Conditions.

2. PAYMENT TERMS: The purchase prices shall be as set forth and agreed to in the Purchase Order. Payments shall be due 30 days from the date of Kimray's invoice unless otherwise indicated on the Purchase Order. The Customer may utilize a 1% discount if the invoice is paid in full within 10 days of the invoice date and the payment is made using check, ACH or wire transfer. If payment is not received when due, Customer may be charged interest (at 1.5% per month) and all necessary collection and legal expenses incurred by Kimray in connection with the collection of past due amounts. Any billing disputes must be made to Kimray within 30 days from the invoice date. Checks returned due to insufficient funds will be charged back to the Customer's account with a \$25 fee. Payment shall be made via ACH, wire, check or credit card.

3. CREDIT ON ACCOUNT: Kimray may extend credit when requested by Customer, if Kimray is satisfied after inquiry into the Customer's references and credit history that the Customer has the ability to pay within terms established by Kimray. Credit limits will be determined at Kimray's discretion. Orders can be placed and shipped on account until the balance of outstanding orders and invoices reaches Customer's credit limit, then the difference will be owed and must be prepaid prior to shipment of any new orders. Kimray reserves the right, in its sole discretion, to decrease, limit, or revoke the Customer's credit at any time.

4. CUSTOMER CHANGES: Customer shall communicate any and all of the following to Kimray in writing, immediately upon occurrence: (i) changes to Customer's contact information, email addresses, billing or mailing address, or contact personnel; (ii) changes in Customer's name, entity classification, ownership, or senior management structure; (iii) any material adverse change in Customer's financial condition, operations, or business; (iv) Customer becomes insolvent or fails to pay debts as they become due; (v) any proceeding such as a bankruptcy, reorganization, arrangement or readjustment of debt, or receivership is filed by or against Customer.

5. PURCHASE ORDERS: All Purchase Orders are subject to acceptance by Kimray's Oklahoma City, Oklahoma office. Sales on open account are subject to prior approval by Kimray's credit department. Kimray does not assess a minimum billing charge. Kimray reserves the right to require Customer to pay for orders prior to shipment of the Products. Pre-pay orders will be deemed due for payment upon ready-to-ship notification to the Customer. Kimray will retain the shipment for 30 days after notification without penalty. All shipments will incur a 2% penalty per month for retention after 30 days. Non-paid shipments will be cancelled and returned to stock at 60 days after ready-to-ship notification with assessment of a 20% restocking charge to the Customer.

6. QUOTATIONS: Unless earlier terminated by written notice or otherwise noted on the quotation, all quotations will expire 30 days after the date of issuance.

7. DOMESTIC SHIPMENTS: All Products shall be sold FOB point of origin, Kimray Warehouse, Oklahoma City, OK unless otherwise specified in the Purchase Order. Customer shall be responsible for all shipping and handling charges.

8. EXPORT SHIPMENTS: All Products shall be sold EXW Kimray International Warehouse, Oklahoma City, OK. A minimum purchase of \$250 is required for all international orders. Customer shall be responsible for all applicable taxes, and shipping and handling charges.

9. ACCEPTANCE: Customer shall be deemed to have accepted any Products unless it notifies Kimray within forty-eight (48) hours of receipt and/or completion thereof of the nonconformity with the specifications therefor. Failure of Customer to provide Kimray with an itemized list of nonconformities within such forty-eight (48) hours or to permit Kimray a reasonable opportunity to correct any listed nonconformities shall be deemed acceptance of the Products. Customer will have been deemed to have accepted any Services unless it notifies Kimray any nonconformity with the specifications provided or agreed to by Kimray prior to the time Kimray leaves the worksite.

10. RETURN FOR CREDIT: No Products can be returned for credit without prior approval from the Sales Manager at the local store. Returns for credit will only be considered if in new and unused condition and requested within 30 days of original invoice date. All returns must be marked with the Returned Material Authorization number received from the Sales Manager and must be accompanied with a copy of the original invoice for the Products. Customer shall pay for all carrier charges for returns and shall be responsible for damages resulting in transit. Customer will be subject to a restocking charge in the amount of 25% of the purchase price, with a \$25.00 minimum. Specialty manufactured Products or Products which are not subject to resale are not eligible for returns.

11. RETURNS FOR REPAIR: The location to which any Product is returned for repair should be notified prior to shipping. Subject to Section 17, all returns for repair under Kimray's limited warranty must be sent freight prepaid by Customer to Kimray's nearest authorized distributor location or location otherwise specified by Kimray. The Product(s) will be repaired and tested to new specifications and shipped back to the Customer. Charges for the repair will include the cost of transportation to the Customer's location.

12. RETURNS FOR EXCHANGE: The location to which any Product is returned for exchange should be notified prior to shipping. All returns must be sent freight prepaid by Customer. An exchange Product repaired and tested to new specifications will be sent to the Customer. The Customer will be invoiced for the cost of repairing and testing Products to new specifications and the cost of transportation of the exchange Products to the Customer's location. The Customer will be invoiced for the full price of a new unit when an exchange unit is picked up and a replacement is not received by Kimray within 10 days.

13. CANCELLATIONS: Customer shall not be permitted to cancel any Purchase Order if it has been accepted by Kimray without Kimray's prior approval. If Kimray approves cancellation of a Purchase Order, Kimray reserves the right, in its discretion, to impose a cancellation charge equal to the full material cost of any and all materials ordered, plus the cost of Kimray's labor on any work performed.

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14. ENTIRE AGREEMENT: These Terms and Conditions constitute the entire agreement between Customer and Kimray, and take precedence over all previous verbal or written arrangements in connection with Kimray's Products or Services. Customer may not modify or change these Terms and Conditions by sending any documents or terms to Kimray with an order for Products or Services. Any such Customer documents received by Kimray at any time, including without limitation, in conjunction with an order for Products are hereby expressly waived by Customer, shall be disregarded by Kimray as it completes Customer's Purchase Order, and made altogether null, void, and inapplicable. In the event of a conflict between the terms of a Purchase Order and these Terms and Conditions, these Terms and Conditions shall prevail except as specifically stated herein.

15. FORCE MAJEURE: The consequences, direct or indirect, of labor troubles, acts of God, fires, accidents, floods, hostilities, shortage of transportation, failure or suspension or curtailment of production due to shortage of labor or supply of raw materials, or other economic factors, government acts or requirements and any and all like or different causes beyond the control of Kimray shall excuse performance by Kimray to the extent performance is prevented thereby.

16. CHOICE OF LAW: The construction, interpretation and enforcement of these Terms and Conditions shall at all times and in all respects be governed by the laws of the State of Oklahoma, excluding any conflicts of law principles that would direct the application of the laws of any other state. Any action arising under or relating to these Terms and Conditions must be commenced and maintained in the federal or state courts located in Oklahoma County, Oklahoma.

17. WARRANTY OBLIGATIONS: a. Service Warranty. Kimray warrants that all Services shall be performed in a good and workmanlike manner and shall meet the written specifications provided or agreed to by Kimray. Provided that Customer notifies Kimray before Kimray leaves the worksite, Kimray will repair or replace any defective Services at no additional cost to Customer. b. Limited Product Warranty. Kimray warrants that all new Products manufactured and sold by Kimray will be free from defects in workmanship and material for a period of 18 months from the date of shipment by Kimray. With respect to any Products repaired by Kimray, Kimray warrants that the repaired Products will be free from defect for a period of twelve (12) months from the date of pickup by Customer or shipment by Kimray. This limited warranty may not be assigned or transferred to any subsequent transferee of Kimray's Products without Kimray's written consent. c. The limited warranties set forth above shall be void in the event of defects or damage caused by: (i) failure to provide a suitable installation or operating environment for Kimray's Products; (ii) power surge or disaster such as fire, flood, wind, earthquake, lightning, or other force majeure event; (iii) unauthorized accessories, attachments, alterations, modifications or foreign objects; (iv) use of Kimray's Products for purposes other than those for which they are customarily used; (v) improper installation, maintenance or repair by anyone other than Kimray; (vi) abuse, misuse, mishandling, misapplication, accident, neglect; (vii) failure to use within limits specified by Kimray; or (viii) ordinary wear and tear. d. Provided that Customer notifies Kimray within the applicable warranty period and Kimray determines that the Product or Services are defective in accordance with this limited warranty, Kimray's sole obligation shall be to correct, repair, or replace such defective Product or Services. Any Product correction, repair or replacement shall not extend the applicable warranty period. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 17 ARE THE EXCLUSIVE WARRANTIES PROVIDED BY KIMRAY, AND KIMRAY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

18. PAYMENT INFORMATION: Customer is solely responsible for maintaining the confidentiality of credentials ("Credentials") used to access Kimray's Products and Services and customer portals for the same, and Customer agrees it is liable for all use of such Credentials. The Kimray lockbox information is included on the invoice. Payment options such as wiring, and ACH information can be obtained by contacting ar@kimray.com or via phone call to the Kimray AR Department. Customer acknowledges that any questions or concerns about payment or methods of payment should be directed to ar@kimray.com and confirmed via phone call to Kimray directly. Customer agrees that it shall not email any payment information to Kimray nor wire funds to any new information without first confirming with Kimray in writing and via telephone call to Kimray. Customer agrees that Kimray shall not be liable or responsible in any way for any payments intended to be made to Kimray but which are made or wired to the wrong account ("Incorrect Payments") and that Customer shall remain liable for the full amount due Kimray despite an Incorrect Payment, regardless of the circumstances by which an Incorrect Payment occurs and whether or not the result of third-party fraud or alleged wrongdoing of Kimray.

19. INFORMATION SECURITY: Although Kimray uses measures intended to protect Customer information, Customer acknowledges that Kimray cannot guarantee the security of information provided to Kimray over the internet and/or computer networks.

20. ALLOCATION OF RISK AND INDEMNITY: IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITIES PROVIDED FOR IN THIS ARTICLE ARE INDEMNITIES MADE BY THE INDEMNITOR TO INDEMNIFY AND PROTECT THE INDEMNITEE FROM THE CONSEQUENCES OF THE INDEMNITEE'S OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY WHETHER THAT NEGLIGENCE, FAULT, OR STRICT LIABILITY IS THE SOLE, JOINT, OR CONCURRING CAUSE OF THE INJURIES OR DEATH. A. CUSTOMER'S GENERAL INDEMNITY OBLIGATIONS: CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS KIMRAY, ANY OF ITS PARENT, AFFILIATE OR SUBSIDIARY CORPORATIONS, SUBCONTRACTORS OF EVERY TIER (EXCLUDING ANY MEMBER OF CUSTOMER GROUP) AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, AND INVITEES OF EACH AS WELL AS EACH OF THE FOREGOING'S HEIRS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS ("KIMRAY GROUP") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY KIND OR CHARACTER, LIABILITIES, LOSSES, LIENS, ENCUMBRANCES, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, AWARDS, INTERESTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) AND COSTS ("CLAIMS") ARISING ON ACCOUNT OF: (I) BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER, ANY OF ITS PARENT, SUBSIDIARY OR AFFILIATE CORPORATIONS, ANY OF ITS JOINT VENTURERS, PARTNERS, CO-OWNERS, CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER (EXCLUDING ANY MEMBER OF KIMRAY GROUP), OR THE CLIENT FOR WHOM CUSTOMER HAS ENGAGED KIMRAY TO PROVIDE PRODUCTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES AND INVITEES OF EACH AS WELL AS THE HEIRS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OF ANY THE FOREGOING ("CUSTOMER GROUP"); OR (II) LOSS OF OR DAMAGE TO PROPERTY OF ANY MEMBER OF CUSTOMER GROUP, REGARDLESS OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY MEMBER OF KIMRAY GROUP. B. KIMRAY'S GENERAL INDEMNITY OBLIGATIONS: KIMRAY AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS ARISING ON ACCOUNT OF: (I) BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF KIMRAY GROUP; OR (II) LOSS OF OR DAMAGE TO PROPERTY OF ANY MEMBER OF KIMRAY GROUP, REGARDLESS OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY MEMBER OF CUSTOMER GROUP. C. KIMRAY GROUP MAY HIRE COUNSEL TO MONITOR OR PARTICIPATE IN DEFENSE AT ITS SOLE COST AND EXPENSE. SHOULD CUSTOMER DISPUTE THE DUTY TO RELEASE, PROTECT, DEFEND, INDEMNIFY, OR HOLD HARMLESS ANY MEMBER OF KIMRAY GROUP UNDER THESE TERMS AND CONDITIONS, THE COST OF ENFORCING THE PROVISIONS OF THIS ARTICLE SHALL BE INCLUDED IN COMPUTING THE LIABILITY OWED TO KIMRAY GROUP. D. For the purpose of satisfying the Texas Oilfield Anti-indemnity Act (Texas Civil Practices and Remedies Code, Chapter 127) for the mutual indemnities contained herein, the Parties agree to support each of their mutual indemnity obligations up to the types and dollar limits of insurance coverage (or qualified self-insurance) that each has agreed to provide in Section 23.

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21. RESPONSIBILITY FOR SAFE APPLICATION OF THE PRODUCTS: The Customer is responsible for the safe use or operation of the Products sold by Kimray hereunder. The Customer agrees to instruct and inform all persons installing, operating, or servicing the Products concerning the safe use or operation of the Products, and to maintain all safety warning plates or labels on the Products in good condition to safeguard against injuries to persons or property. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE KIMRAY GROUP FOR ANY AND ALL CLAIMS, ARISING OUT OF ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE USE OR OPERATION OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY BREACH OF CUSTOMER'S OBLIGATIONS UNDER THIS SECTION 21.

22. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL KIMRAY BE RESPONSIBLE TO CUSTOMER FOR: (A) THE LOSS OF HYDROCARBONS, WHETHER IN LIQUID OR GAS FORM, OR ANY RESULTANT LOSSES; OR (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THESE TERMS AND CONDITIONS OR THE PRODUCTS, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, OR GOODWILL. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, KIMRAY'S LIABILITY TO CUSTOMER (OR ANY OTHER PERSON, PARTY OR ENTITY) WITH RESPECT TO LIABILITIES OR CLAIMS ARISING UNDER THESE TERMS AND CONDITIONS OR ANY INDIVIDUAL PURCHASE ORDER ISSUED HEREUNDER, SHALL NOT EXCEED THE VALUE OF THE APPLICABLE PURCHASE ORDER.

23. INSURANCE: Where Customer has retained Kimray to perform Services on Customer's location, Customer shall maintain, in full force and effect at all times during the term of these Terms and Conditions, policies providing the types and amounts of insurance as specified below: a. Workers' Compensation and Occupational Disease Insurance, in accordance with the statutory requirements of the state in which work is to be performed, the state in which the Party's employees reside and the state in which the Party is domiciled; Employer's Liability Insurance with limits of \$1,000,000. b. Commercial General Liability Insurance, with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Bodily Injury and Property Damage combined single limits, including the following coverages, if applicable: Premises and Operations Coverage; Contractual Liability covering liabilities assumed under this contract; Products and Complete Operations Coverage; Broad Form Property Damage Liability Endorsement; Personal Injury Liability; IN REM endorsement; Territorial extension to cover all work areas; Coverage provided for "Action Over Suits"; Sudden and Accidental Pollution Coverage; Coverage is silent as regards to Punitive Damages. c. Coverage against loss or damage to Products until delivered to Customer's facility and after delivery to Customer's facilities and awaiting installation by Kimray in an amount equal to the full value of the Products. d. Excess Liability coverage with limited not less than \$10,000,000 per occurrence and in the aggregate e. Any other such insurance that is standard in Customer's industry or as Kimray may reasonably request. f. All such insurance shall be carried with financially responsible insurance companies satisfactory to Kimray. Customer shall, on Kimray's request, furnish or cause to be furnished Certificates of Insurance evidencing such insurance coverage. The insurance and indemnity obligations in these Terms and Conditions shall be separate and the insurance obligation shall not be construed to limit the indemnity obligations, nor shall the indemnity obligation be construed to limit the insurance obligation. All of Customer's liability insurance policies will name Kimray as an additional insured and contain a waiver on the part of the insurer, by subrogation or otherwise, of all rights against Kimray. The cost of any and all deductibles in Customer's insurance shall be borne solely by Customer.

24. CONFIDENTIALITY: Customer acknowledges and agrees that it will not divulge any information of Kimray which Customer receives, obtains, learns, or ascertains in connection with these Terms and Conditions. The term "information" as used herein shall be given the broadest possible meaning, including, without limitation, any information in unfinished drafts, oral information, electronic communications, pictures, drawings, models, and specifications. The obligations of this paragraph shall survive termination of these Terms and Conditions.

25. TERMINATION: These Terms and Conditions may be terminated by either Party upon 30 days written notice to the other Party; provided, however, that termination of these Terms and Conditions shall not terminate any existing Purchase Order prior to the completion thereof and these Terms and Conditions shall remain in full force and effect with respect to the completion of any existing Purchase Order at the time of termination.

26. SURVIVAL: Termination of these Terms and Conditions shall not relieve either Party of their obligations arising prior to the termination of these Terms and Conditions which by nature survive termination of this Agreement, including (without limitation) provisions regarding, warranty, indemnity, insurance, and confidentiality.

27. SEVERABILITY: In the event that any provision or portion of these Terms and Conditions is determined to be unenforceable or void, then the Parties hereto agree that the remainder of these Terms and Conditions shall be construed, interpreted, and enforceable to the maximum extent permitted by law.

By the signature below, Customer agrees to all of the provisions of these Terms and Conditions effective as of the date signed and listed below. The signatory represents that it has the full authority to bind their respective Party to all of the terms and conditions herein.

Printed Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____