

Bench Tree Group, LLC
TERMS AND CONDITIONS

The following Terms and Conditions (along with any associated written specification, quotation, and/or supplemental terms and conditions provided by BENCH TREE) shall exclusively govern the sale of all Products or Services furnished by Bench Tree Group, LLC and/or its Affiliates, (collectively "BENCH TREE") and represents the entire agreement between BENCH TREE and the purchaser ("BUYER") with respect thereto. No addition or modification to these terms and conditions will be binding on BENCH TREE unless agreed to in writing signed by an authorized representative at BENCH TREE's headquarters. BENCH TREE objects to and rejects other terms and conditions that may be proposed by BUYER or that appear on or are referenced in BUYER'S purchase order or requisition that are in addition to or otherwise not consistent with the terms and conditions set forth or referenced herein. The ordering of Products or Services by BUYER shall constitute its agreement to and acceptance of these Terms and Conditions.

1. Prices, Invoicing and Payment: All prices are quoted by BENCH TREE and shall be paid by BUYER in United States (U.S.) Dollars. Prices do not include: shipping, handling, packaging and insurance charges; tariffs; or any federal, state local, use, excise VAT or other similar taxes, and those charges and taxes shall be added to each invoice. Payment of each invoice for Products or Services is due within thirty (30) days following receipt or as otherwise stated on BENCH TREE's Sales Acknowledgement documents. Any past due amount shall accrue interest at a rate which the lesser of 1.0% per month or the maximum rate permitted by law. BUYER shall reimburse BENCH TREE for reasonable attorney's fees and any other costs incurred by BENCH TREE to collect any amounts due.

Should BENCH TREE require payment from BUYER under letter of credit, BUYER shall establish an irrevocable letter of credit confirmed by a U.S. bank that is acceptable to Bench Tree. BUYER shall pay all banking charges.

2. Delivery Terms: Delivery terms are Ex Works BENCH TREE's plant or warehouse (per current Incoterms) or as otherwise agreed to as evidenced by BENCH TREE's sales acknowledgment documents. In all cases title transfers to BUYER upon the earlier of BENCH TREE's delivery to BUYER or receipt by the first carrier for transport to BUYER, **except that** title to all intellectual property rights associated with the Products remains with BENCH TREE or its suppliers and licensors. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from BUYER. BENCH TREE disclaims all liability for late delivery. Where applicable, prepaid shipping will be billed as a separate invoice item.

3. Limited Warranty: BENCH TREE warrants that each Product shall perform substantially in accordance with its published specifications and shall be free from defects in workmanship and materials for a period of one (1) year following the shipment date, except that the applicable manufacturer's warranty shall supersede and apply with respect to those components or subassemblies of a Product that BENCH TREE purchases from third parties ("Product Warranty Period"). BENCH TREE, at its option, shall repair, replace or refund the purchase price of any Product that is defective or fails to perform according to its specifications during the Product Warranty Period. BENCH TREE warrants that Services shall be free from defects in workmanship for a period of ninety (90) days following completion (Service Warranty Period).

THE FOREGOING LIMITED WARRANTY SHALL NOT APPLY TO NORMAL WEAR OR TEAR OR TO ANY PRODUCT OR SERVICE DEFECT RESULTING FROM (i) TAMPERING, ALTERATION, OR REPAIR OF THE PRODUCT BY ANYONE OTHER THAN BENCH TREE; (ii) LIGHTNING, FIRE OR OTHER ACTS OF GOD; (iii) STORAGE, INSTALLATION OR USE OF THE PRODUCT IN A MANNER THAT FAILS TO COMPLY WITH THE APPLICABLE SPECIFICATIONS, INCLUDING WITHOUT LIMITATION, SUBJECTION OF THE PRODUCT TO EXCESSIVE TORQUE, BENDING OR OTHER APPLIED LOADS, VIBRATION, JARRING, OR HEAT, OR TO EXCESSIVELY CORROSIVE OR EROSIVE ENVIRONMENTS (iv) FAILURE TO PERFORM ROUTINE MAINTENANCE OR (v) COMPLIANCE BY BENCH TREE WITH THE BUYER'S SPECIFICATIONS.

BENCH TREE DOES NOT WARRANT THAT BUYER'S USE OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. BENCH TREE DOES NOT GUARANTY THE ACCURACY, CORRECTNESS OR INTERPRETATION OF ANY MEASUREMENTS OR DATA GENERATED BY ITS PRODUCTS AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT ARE OR MIGHT BE SUSTAINED AS A RESULT OF ANY USE OR RELIANCE UPON THOSE MEASUREMENTS OR DATA. BENCH TREE'S WARRANTY OBLIGATIONS ARE EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, REFUNDING OF THE PURCHASE PRICE OF A PRODUCT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, BENCH TREE MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS AND LIMITATIONS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Remedies under the above warranties will be limited, at BENCH TREE's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to BENCH TREE's instructions. Replacement Products may be new, remanufactured,

refurbished or reconditioned at BENCH TREE's discretion. BUYER requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at BUYER's expense. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising therefrom.

4. Intellectual Property Rights; Product Software: BENCH TREE owns solely and exclusively all know-how, inventions (including patents and patent applications covering such inventions) designs, techniques, drawings, trade secrets, copyrights, trademarks and other intellectual property rights embodied in or relating to the Products and Product documentation, such as specification sheets, drawings, bills of material, manuals, operating information, repair information and any other Product related information that BENCH TREE may supply to BUYER (collectively the "Documentation"). BUYER shall not manufacture, copy or reverse engineer any Products or Spare Parts. The Documentation embodies proprietary and confidential information which BENCH TREE protects against unrestricted disclosure. BUYER shall maintain all Documentation in confidence and shall use the Documentation solely for the purposes of operating and maintaining the Products.

BUYER acknowledges that BENCH TREE and/or third parties own the software, if any, associated with the Products (collectively, the "Product Software"). BUYER further acknowledges that title to the Product Software shall remain vested in BENCH TREE or the applicable third party owners and nothing in this Agreement shall operate to transfer any ownership interest in the Product Software. Product Software is provided subject to the license agreement that is part of the applicable Product Software package. BUYER shall be bound by the license agreement once the Product Software is initiated if pre-installed or once its package is opened if installed by BUYER. Without limiting the foregoing, BUYER shall only install and use one copy of the Product Software on a single computer, and, except for making one back-up copy, shall not otherwise copy the Product Software. The Product Software shall not be shared or used concurrently on different computers. BUYER shall not reverse engineer, decompile, or disassemble the Product Software, nor attempt in any other manner to obtain the source code.

The following terms apply to any claim of infringement of any United States patent, by a third party arising out of or relating to a Product furnished to BUYER by BENCH TREE under this Agreement (an "Infringement Claim"). BENCH TREE shall indemnify and hold BUYER harmless from any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of an Infringement Claim relating to a Product furnished by BENCH TREE. BENCH TREE shall defend or settle, at its own expense, any action or suit against the other party with respect to an Infringement Claim for which it is responsible. BUYER shall promptly notify BENCH TREE of any Infringement Claim and shall reasonably cooperate with BENCH TREE at BENCH TREE's expense to facilitate the defense of each claim. BENCH TREE's indemnity obligations shall not apply, however, to the extent that an Infringement Claim relates to (a) the BUYER's modification of a Product or use of a Product(s) in combination with any other device and the Infringement Claim would not have arisen in the absence of that modification or combination, (b) BENCH TREE's compliance with designs or specifications of the BUYER, or (c) BUYER's continued use of the allegedly infringing Product after being notified by BENCH TREE to cease such use; provided that BENCH TREE also was willing to provide at no cost to BUYER modifications to the Product that would have avoided the alleged infringement.

BENCH TREE's indemnity obligations as set forth in Section 4 are contingent upon BUYER promptly notifying BENCH TREE in writing of the Infringement Claim and promptly tendering control of the defense and settlement of any such Infringement Claim to BENCH TREE at BENCH TREE's expense and with BENCH TREE's choice of counsel. BUYER shall cooperate with BENCH TREE in defending or settling such Infringement Claims and BUYER may join in defense with counsel of its choice at its own expense.

5. Indemnification, Limitation of Liability: BUYER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD BENCH TREE HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES) ARISING OUT OF OR RELATING IN ANY WAY TO BUYER'S USE OR OPERATION THE PRODUCTS, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE OR PERSONAL INJURY RESULTING FROM FIRE, EXPLOSION OR BLOWOUT OF ANY WELL; DAMAGE TO OR LOSS OF ANY RESERVOIR OR PRODUCTION FORMATION; DESTRUCTION, LOSS OR IMPAIRMENT OF ANY PROPERTY RIGHT IN OR TO ANY HYDROCARBON, MINERAL SUBSTANCE OR WATER; DAMAGE TO OR ESCAPE OF ANY HYDROCARBON OR OTHER MINERAL SUBSTANCE FROM ANY EXISTING PIPELINE OR STORAGE FACILITY; DAMAGE TO OR LOSS OF ANY WELL OR HOLE; POLLUTION DUE TO A BLOWOUT OR LOSS OF CONTROL OF A WELL (INCLUDING CONTROL AND REMOVAL OF THE POLLUTANT(S)); CONTROL OF A WILD WELL INCLUDING COSTS OF REDRILLING AND REMOVAL OF DEBRIS OR DIGRESSION OF A WELL OR HOLE FROM ITS INTENDED PATH, TRESPASS OR OTHER ENCROACHMENT UPON THE PROPERTY RIGHTS OF OTHERS.

EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOSS OF REVENUE OR PROFITS, EVEN IF THE POSSIBILITY OF DAMAGES OR LOSS HAD BEEN DISCLOSED OR REASONABLY COULD HAVE BEEN FORESEEN. THESE LIMITATIONS SHALL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Compliance with Law: BENCH TREE and BUYER shall comply with all applicable federal, state, and local laws and regulations. Without limiting the forgoing, BUYER shall comply with all applicable laws, regulations and executive orders relating to the exportation of goods and technical data from the United States.

7. Export Controls: Some Products and associated materials supplied or licensed hereunder may be subject to export laws, controls, and regulations imposed by the United States (and state and local governments as applicable). If so, such Products and associated materials may not be exported or re-exported, to certain locations outside the United States. BUYER represents to being familiar with the United States Department of Commerce laws and regulations (and applicable state and local laws and regulations) concerning the export or re-export of United States technical information and data, BUYER agrees to abide by all such laws and regulations, and BUYER acknowledges and agrees that it is the responsibility of BUYER to comply with all such laws and regulations. Diversion of Products contrary to U.S. law (or applicable state or local law) is prohibited. Notwithstanding any delivery provision to the contrary, in the event that U.S. law (or applicable state or local law) requires export authorization for the export or re-export of any Product or associated technology, it is the responsibility of BUYER to obtain the required export authorization, and no delivery can be made by BENCH TREE until such export authorization is obtained. In the event that any required export authorization is denied, BENCH TREE will be relieved of any further obligation relative to the sale and/or license and delivery of the Product(s) subject to such denial without liability of any kind relative to BUYER or any other party.

8. Force Majeure: Neither party shall be liable for a failure to perform its obligations (other than payment obligations) during any period in which that performance is delayed or prevented by any fire, flood, war, embargo, strike, riot, or intervention of any governmental authority, or any other similar circumstances beyond the reasonable control of that party; provided, however, that the party suffering the delay immediately notifies the other party in writing of the reasons for and anticipated duration of the delay.

9. General: (a) Nothing in these terms and conditions shall be deemed or construed to create for any purpose an employer/employee, joint venture, partnership, or agency relationship between BENCH TREE and BUYER. (b) These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Texas, except where preempted by U.S. law. (c) The Terms and Conditions set forth herein shall survive any "termination" of the agreement between BUYER and BENCH TREE to the fullest extent necessary to give effect to the intentions of the parties hereto.

10. Disputes: The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. To the fullest extent permitted by law, the Parties hereby unconditionally waive their right to a jury trial of any and all claims or causes of action arising from or relating to their relationship. The Parties acknowledge that a right to a jury is a constitutional right, that they have had an opportunity to consult with independent counsel, and that this jury waiver has been entered into knowingly and voluntarily by all Parties. In the event of litigation, this agreement may be filed as a written consent to a trial by the court. Each party shall be responsible for his or her Attorneys' fees associated with any litigation arising out of these Terms & Conditions. These procedures are the exclusive procedures for the resolution of all such disputes between the parties arising out of or relating to these Terms and Conditions, and no litigation may be filed until negotiation and mediation have been completed.