

The following terms and conditions ("*Schlumberger Terms and Conditions for Purchase Orders*") are the terms and conditions applicable to (i) any Schlumberger company mentioned on the purchase order as the company to which the products are sold/for which the services are performed or (ii), if such reference does not appear on the purchase order, the company to which the products and/or services are invoiced (herein collectively referred to as "*Schlumberger*"), purchases products and/or services from a supplier ("*Supplier*"). For clarity, Supplier acknowledges and agrees that only the buyer named on the face of the purchase order or the buyer to which the products and/or services are invoiced shall be liable to Supplier for any products and/or services supplied under that purchase order, including payment obligations in connection with said purchase order.

ARTICLE 1 – PROVISION OF PRODUCTS AND/OR SERVICES

Subject to the terms and conditions hereof, Schlumberger may, from time to time, purchase from Supplier the products and/or services set forth in the purchase order submitted by Schlumberger (herein the "*Products* and/or the "*Services*") at the price indicated therein, and Supplier may provide the same to Schlumberger.

ARTICLE 2 - ORDERS

2.1 To purchase Products and/or Services, Schlumberger shall submit a purchase order ("*Order*"). The Order shall set out the type, quantity, price and required date of delivery of the Products and/or performance of Services, and other relevant information. Supplier shall expressly/formally notify its acceptance or refusal of the Order within four (4) working days from Order submission (unless a different period is stated on the Order). Orders not formally accepted in accordance with the preceding sentence shall be deemed rejected by Supplier and Schlumberger reserves the right to cancel such rejected Orders. Schlumberger shall have no obligation of payment with respect to such rejected or cancelled Orders. Orders may be submitted through (i) the Schlumberger Web Procurement System ("*SWPS*"), a system developed and implemented by Schlumberger as a procurement tool to any employees of Schlumberger, (ii) the Supply Chain Portal ("*SCP*"), the Schlumberger Technology Centers Web Procurement System used by Schlumberger as an electronic, procurement facilitation/communication tool between Schlumberger and its suppliers, (iii) the Oracle system ("*Oracle*"), the procurement tool used by Smith and M-I Swaco business units, which are Schlumberger companies or (iv) any other procurement system used by Schlumberger to purchase Products and/or Services. SWPS, SCP, Oracle and any other procurement system used by Schlumberger to purchase Products and/or Services may be equally referred to as "*Electronic Purchasing Systems*". An "*Electronic Order*" is an Order sent automatically without human intervention after Order approval by any of the Schlumberger Electronic Purchasing Systems. An Order which has not been sent in the manner described in the preceding sentence is a "*Traditional Order*", not automatically generated by one of the Electronic Purchasing Systems and usually sent by fax, post or email of the individual submitting the Order, or hand delivered.

2.2 Schlumberger shall not be obligated to purchase and pay for any Products and/or Services which have not been included in an Order. Schlumberger shall not be obligated to purchase and pay for any Products and/or Services which have been included in an Order (i) not approved by the duly authorized representative of Schlumberger with respect to traditional Orders, or (ii) not submitted in accordance with the methods described hereunder with respect to Electronic Orders.

ARTICLE 3 – ORDER OF PRECEDENCE; DEFINITION OF AFFILIATE

3.1 In case of conflict or inconsistency between an Order and these Schlumberger Terms and Conditions for Purchase Orders, these Schlumberger Terms and Conditions for Purchase Orders shall prevail. In case of conflict or inconsistency between the provisions hereof and any applicable laws or regulations, the provisions hereof shall prevail, to the extent legally possible (and to the extent legally impossible, be amended accordingly).

3.2 Except as provided for in Articles 3.3 and 3.4, any additional, contrary or different terms (i) provided by Supplier during the performance of the Order, (ii) contained or referred to in any form generally used by Supplier, or any correspondence which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing, are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished. Any attempts to modify, supersede, supplement or otherwise alter these Schlumberger Terms and Conditions for Purchase Orders, are deemed rejected by Schlumberger and will not modify these Schlumberger Terms and Conditions for Purchase Orders or be binding on the parties, unless such terms have been fully approved in a written instrument signed by the duly authorized representatives of the parties.

3.3 If a separate agreement exists or is subsequently entered into between the parties named on the face of the Order with respect to the Products and/or Services covered in such Order, that agreement shall apply in place of these Schlumberger Terms and Conditions for Purchase Orders.

3.4 If a confidentiality agreement, a licensing agreement, joint development agreement or other intellectual property related agreement entered into by the

parties with respect to the Products and/or Services covered in the Order ("*IP Agreement*") exists and is valid at the time of the purchase of Products and/or Services, that agreement shall govern all intellectual property related matters and all disclosures between the parties and shall apply in addition to these Schlumberger Terms and Conditions for Purchase Orders. In case of conflict or inconsistency between the provisions of the IP Agreement and the provisions of the Schlumberger Terms and Conditions for Purchase Orders, the provisions of the IP Agreement shall prevail.

3.5 For the purposes hereof, "*Affiliate*" of a party means an entity that directly or indirectly through one or more intermediaries, controls or is controlled by that party, or an entity that is controlled by the same entity that controls the party. Control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in a general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity.

ARTICLE 4 –TERMS AND CONDITIONS FOR PURCHASE ORDERS; AGREEMENT

4.1 Except as provided for in Articles 3.3 and 3.4, each Order shall be subject to and governed by these Schlumberger Terms and Conditions for Purchase Orders. These terms and conditions shall apply to all Electronic Orders as well as to all Traditional Orders, regardless of whether they are referenced in the Order.

4.2 Schlumberger's submission of an Order shall be deemed an offer to purchase the Products and/or Services under the terms and conditions contained or referred to herein. Once Supplier (i) accepts an Order; (ii) initiates performance (by shipment/delivery of the Products and/or performance of the Services in whole or in part), or (iii) uses any other method to express its assent to the provisions hereof, there shall be a binding contractual relationship/agreement between the parties consisting of the Order and the terms and conditions contained or referred to herein.

ARTICLE 5 – ACCESS TO SCHLUMBERGER ELECTRONIC PURCHASING SYSTEMS

5.1 For the purpose of this Article 5, any information of Schlumberger which is made available to Supplier shall be deemed Confidential Information of Schlumberger (as defined in Article 22) and shall be subject to the provisions hereof on confidentiality.

5.2 Schlumberger grants to Supplier and its employees access to certain Schlumberger Electronic Purchasing Systems, networks, computer systems, software and/or data ("*Systems*") and to certain Confidential Information for the performance of Orders. Supplier and its employees will access and shall use the Systems and Confidential Information solely for legitimate business purposes in furtherance of Supplier's business relationship with Schlumberger or its Affiliates. Supplier shall be liable for the actions or omissions of its employees in accessing and using the Systems and Confidential Information.

5.3 Supplier shall take all necessary actions to prevent improper (i) access to the Systems, (ii) use of the Systems or Confidential Information, or (iii) dissemination or publication of Confidential Information to unauthorized third parties by Supplier and its employees or subcontractors.

5.4 Supplier's access to the Systems as well as utilization of access codes, passwords and access procedures may be denied, changed or terminated at any time by Schlumberger without cause or liability to Supplier, at Schlumberger's sole discretion. Upon expiration, termination or cancellation of the Order, Supplier will cease all attempts to access the Systems.

5.5 Except for information owned by Supplier prior to input into the Systems, all information including data created, stored or contained in the Systems, including messages, is the property of Schlumberger (herein referred to as "*Information*"). Supplier hereby assigns, to the extent it has the right to do so, all of its interests in, rights and title to Schlumberger of such Information. Schlumberger reserves the right to access and disclose all information and data, whether or not owned by Supplier, that is sent through or stored in the Systems.

5.6 No rights, ownership, or licenses to any copyrights, patents, trade secrets, or other intellectual property rights are granted hereunder. In no event will Supplier copy, download, modify, reverse engineer, decompile, disassemble or create derivative works of any Schlumberger data, software programs, or third-party software programs licensed to Schlumberger, except with the prior written consent of Schlumberger.

5.7 Except as specifically provided for in the Order, Schlumberger is not responsible for the content, protection, or privacy of any information held by Supplier or transferred or accessed through the Systems.

5.8 For the purpose of this Article 5, the term "*Computer Virus*" shall mean and include but is not limited to any undocumented or hidden functionality or performance capability contained in software or data which is designed to destroy, corrupt, or facilitate the theft of data or software or disable or lock software or a computer system or any undocumented and unauthorized method for gaining access electronically to Schlumberger Systems. Supplier shall be liable for all damage to or loss of computer files or programs, disruption of use of all or any part of Schlumberger Systems, or other loss or damage to Schlumberger which

results in whole or part, directly or indirectly, from the introduction by Supplier's actions of a Computer Virus into the Systems.

5.9 Supplier shall, to the extent permitted by law, indemnify, defend and hold Schlumberger harmless from and against all claims, liabilities (including reasonable attorney fees), damages, copyright infringements, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of the provisions set forth in this Article 5 or violation of law by Supplier in the use of the Systems or Confidential Information by Supplier.

5.10 Schlumberger will not be responsible for any consequential, indirect, special or punitive damages arising out of this Article 5. Schlumberger will not be liable to Supplier for any (i) loss or corruption of Supplier's data stored in or transmitted through the Systems, (ii) incorrect results obtained by using the Systems, (iii) interruption of access or use of the Systems for whatever reason, (iv) access of any Supplier data by third parties, or (v) toll fraud in accessing or using the Systems.

ARTICLE 6 – NON-EXCLUSIVE RELATIONSHIP BETWEEN THE PARTIES; NO COMMITMENT TO BUY

6.1 The parties expressly acknowledge and agree that their relationship hereunder shall be non-exclusive, and that each of them may, subject to the obligations hereof pertaining to proprietary or confidential information or the like, enter into substantially similar agreements with other parties with respect to (i) products and/or services similar (or substantially similar) to the Products and/or Services contemplated hereunder, or part thereof, or (ii) as applicable, the Products and/or Services, or part thereof. If Products are customized for Schlumberger in accordance with Schlumberger's proprietary specifications, designs and requirements, Supplier shall not supply, manufacture, offer to supply or manufacture, otherwise provide, or enter into any agreement to provide any such Schlumberger-designed Products or articles of manufacture to others, unless otherwise expressly agreed to by Schlumberger in writing.

6.2 The parties expressly acknowledge and agree that Schlumberger makes no commitment of any kind with respect to a business volume or the like, notwithstanding anything herein to the contrary.

ARTICLE 7 – PRICES

7.1 Schlumberger shall pay Supplier the prices set out in the Order.

7.2 The applicable Incoterm 2010 shall be set out in the Order or in the separate document signed by the parties or their representatives to clarify the Incoterm 2010, packaging and delivery requirements, and any other specific operational requirements mutually agreed upon. The prices include any applicable test performance and/or issue and filing of any required certificates. Schlumberger's access to and use of certificates and tests results shall survive the expiry or termination of the Order.

7.3 Supplier warrants that the applicable prices are no more than the prices charged to other clients for contemporaneous sales of similar Products and/or Services, in the same or substantially similar volumes, and under substantially similar terms and conditions.

ARTICLE 8 – TAXES

8.1 Except as otherwise agreed by the parties in writing, the prices (rates of compensation) provided in the Order shall include all applicable taxes, duties, and levies including, without limitation, those described in Articles 8.2, 8.3, 8.4, and 8.6, paid, payable, levied or assessed on Supplier or any of its employees, agents, subcontractors and similar by the relevant government, and arising directly or indirectly from the sale of Products and/or performance of Services by Supplier under the Order.

8.2 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) including, by way of illustration and not limitation, corporate tax, income tax, branch profit tax, capital gains tax, or franchise tax payable, levied, imposed, or assessed upon the revenue, profits, or assumed profits of Supplier arising directly or indirectly from the performance of the Order.

8.3 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Order.

8.4 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, sales and use tax, value-added tax, customs and import duties and levies and similar charges payable, levied or imposed on the procurement of goods or services by Supplier or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Order.

8.5 The prices are exclusive of Value Added Tax and/or Sales Tax. Notwithstanding the provisions of Article 8.4, if applicable, Value Added Tax and/or Sales Tax will be added to Supplier's invoices and such invoices will be presented in accordance with applicable regulations with respect to Value Added Tax and/or Sales Tax.

8.6 Schlumberger may, without liability to Supplier, withhold any taxes or other government charges or levies from any payments which would otherwise be made by Schlumberger to Supplier to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. Schlumberger shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Supplier holding an appropriate valid exemption certificate it is the duty of Supplier to: (i) inform Schlumberger on a timely basis that such a certificate is held and to inform Schlumberger of any change to or cancellation of the certificate and; (ii) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of Schlumberger to withhold or deduct any taxes from Supplier does not remove the liability for those taxes from being declared and paid by Supplier.

8.7 Supplier shall defend, indemnify, and hold Schlumberger harmless from and against any and all liabilities to any competent authority resulting from Supplier's failure to (i) make timely payment of or pay any of the charges specified in Articles 8.2, 8.3, 8.4 or 8.6 above, including interest, penalties and any other liability arising from such failure, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.

8.8 In the event that Schlumberger receives a direct request from any governmental authority requesting information regarding Supplier, and upon written request by Schlumberger, Supplier shall provide evidence to confirm Supplier's compliance with governmental tax reporting and payment obligations.

ARTICLE 9 – WARRANTIES

9.1 General warranties

Supplier represents and warrants that: (a) it shall obtain and maintain all licenses and permits required under applicable laws and regulations in connection with the supply of Products and/or the performance of Services; (b) none of the Products and/or Services or Schlumberger's use and/or enjoyment thereof in accordance with the Order shall infringe any intellectual property right of any third party.

9.2 Products warranties and remedies

Supplier represents and warrants that (a) with respect to the Products used by the Schlumberger One Subsea business unit, for a period of thirty six (36) months from the date of delivery to Schlumberger or twenty four (24) months from a successful installation, whichever is greater, and (b) with respect to the rest of the Products, for a period of twenty four (24) months from the date of delivery to Schlumberger or eighteen (18) months from the Products first being placed into service by the original end user, whichever is later (except as otherwise agreed in the Order):

- (i) the Products shall conform to the applicable specifications, and shall be merchantable, free from defects in workmanship, materials, manufacture and design, fit for the purposes intended and new (unless otherwise agreed by Schlumberger),
- (ii) the Products shall be certified (if applicable), and comply with all applicable laws (including without limitation environmental, health and safety laws, rules and regulations),
- (iii) Supplier shall have good and marketable title to all Products delivered to Schlumberger, free from and clear of any liens, claims, encumbrances, and
- (iv) Supplier is the owner or has the legal right to provide the Products to Schlumberger. Notwithstanding the foregoing, with regards to raw materials used in manufacturing by Schlumberger, Supplier's warranties of merchantability or fitness for the purposes intended are excluded.

If any Products are found not to be as warranted, Schlumberger may return the same to Supplier, at Supplier's expense and risk, for correction, replacement, refund or credit, as Schlumberger may direct. Any Products repaired or replaced shall be warranted for an additional period equal to the same duration as the Products initially furnished.

9.3 Services warranties and remedies

Supplier warrants and represents that all Services shall be performed by skilled and experienced personnel with all due care and diligence, in a timely, workmanlike and safe manner, in accordance with the highest industry standards and in compliance with all applicable laws and regulations and all other requirements of the Order. The warranty period begins on the commencement date of the Services and ends twelve (12) months following the last date of performance of the applicable Service. Defective Services shall be re-performed or corrected by Supplier at Supplier's expense and risk, or credited, at Schlumberger's sole discretion. Any Services re-performed shall be warranted for the same duration as the Services initially performed.

9.4 Products and/or Services may incorporate components manufactured by third parties. To the extent that such components are warranted against defects by their original manufacturers, and to the extent that such warranties are assignable to Schlumberger, Supplier shall assign to Schlumberger any rights and remedies it has relating to such components. Supplier further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Supplier to perform such warranty obligations.

9.5 Schlumberger may decide that Supplier's correction of the defects will be prejudicial to Schlumberger's interests. Should Schlumberger elects to undertake Supplier's responsibilities as described in Articles 9.2 and 9.3, directly or through a third party, Schlumberger shall notify Supplier accordingly and shall be entitled to recover from Supplier the full amount incurred by Schlumberger as a direct result of carrying out such responsibilities.

9.6 Supplier represents, declares, and warrants that any and all Products, or parts thereof, or the supply of Products or Services, shall not be provided to Schlumberger unless such Products or Services are one hundred percent (100%) free from asbestos when delivered by or on behalf of Supplier to Schlumberger. Supplier shall release, defend, indemnify, and hold Schlumberger Group harmless from and against any and all Claims or losses resulting from breach of this warranty

9.7 The foregoing warranties and remedies shall apply to the benefit of Schlumberger, its Affiliates, or its or their clients, and shall not be affected by delivery to, inspection, acceptance or payment by, Schlumberger.

ARTICLE 10 – TERMINATION; CANCELLATION

10.1 Schlumberger may cancel an Order, in whole or in part, without any penalty, at any time prior to its acceptance by Supplier, as set forth in Article 2.1.

10.2 Termination for cause

(a) Either party may terminate an Order, in whole or in part, if a Force Majeure event lasts for more than fifteen (15) consecutive days.

(b) Schlumberger may terminate an Order for cause, in whole or in part, without any penalty, in the event of Supplier's default or failure to (i) comply with the terms and conditions hereof, or (ii) comply with the specific instructions of an Order accepted by Supplier (including without limitation failure to timely deliver the Products and/or perform the Services, whether said failure occurred or was announced by Supplier), or (iii) provide reasonable assurance of future performance.

(c) Schlumberger may terminate an Order for cause, in whole or in part, without any penalty, if Supplier becomes bankrupt or insolvent, or if Supplier's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Supplier or otherwise, or undergoes any proceeding analogous to the foregoing.

(d) If an Order is terminated pursuant to Paragraphs (a) to (c) above, Schlumberger may require Supplier to (i) transfer title to, and deliver to Schlumberger, in the manner, time, and extent directed by Schlumberger, any completed Products, or such partially completed Products and materials, parts, tools, designs, fixtures, plans, drawings and information, and transfer contract rights that Supplier acquired for the performance of the terminated part of the Order, (ii) grant to Schlumberger a royalty-free, assignable and non-exclusive license to use and permit the use of the Products, and (iii) grant to Schlumberger access to Supplier's designs, processes, drawings, and technical data to permit completion by Schlumberger of the terminated part of the Order.

(e) If an Order is terminated pursuant to Paragraphs (b) and (c) above, then at its discretion, Schlumberger may perform or have a third party perform the work reasonably necessary to repair, replace or complete the Services, and/or supply the defective Products. Supplier shall pay to Schlumberger the full amount expended by Schlumberger on such supply, repair, replacement or completion plus any other reasonable and direct loss or damage incurred by Schlumberger as a result of Supplier's default.

10.3 Termination for convenience

(a) Schlumberger may terminate an Order for convenience, in whole or in part, at any time after acceptance by Supplier. The termination notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. After receipt of said notice, Supplier shall stop the performance of said work to the extent specified in the notice of termination.

(b) If an Order is terminated pursuant to Paragraph (a) above, the following shall apply:

(i) With respect to standard/non-customized Products not manufactured according to Schlumberger's proprietary specifications, no payment shall be owed by Schlumberger if the termination occurs prior to the shipment/delivery of the Products. If the termination occurs after the shipment/delivery of the Products, Supplier shall be paid a reasonable termination charge reflecting the documented non-recoverable packing and shipment/delivery costs actually incurred by Supplier, if any, not to exceed a

maximum of thirty percent (30%) of the applicable price for the terminated part of the Order.

(ii) With respect to non-standard/customized Products manufactured according to Schlumberger's proprietary specifications, Supplier shall be paid a reasonable termination charge reflecting the work actually performed prior to the termination notice, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof).

(iii) With respect to Services, Supplier shall terminate all work and commitments made under or pursuant to the Order to the extent specified in the termination notice. Supplier shall be paid for the Services satisfactorily performed up to the date of receipt of the termination notice.

(c) Schlumberger may, at any time, reschedule an Order, in whole or in part, to any date within fifteen (15) months of the most recently acknowledged due date at no additional cost. The notice of reschedule shall specify which Order lines, Product numbers, and quantities shall be rescheduled. Supplier shall leave the Products at their current unfinished state until the normal manufacturing lead time before the rescheduled delivery is reached. If after fifteen (15) months Schlumberger has not requested the completed Products, the Order shall be terminated and Schlumberger shall pay Supplier for the costs defined in Paragraph (b) above.

(d) If an Order is terminated pursuant to Paragraphs (a) to (c) above, if applicable, Supplier shall submit to Schlumberger in writing a detailed and substantiated statement of any applicable termination charges set forth in this Article 10.3, within thirty (30) days from the receipt of the termination notice.

ARTICLE 11 – GENERAL PERFORMANCE

11.1 Supplier shall record each Order performed by Supplier and upon Schlumberger's request, Supplier shall provide Schlumberger with a report detailing the types and quantities of, and aggregate price for, the Products and/or Services purchased by Schlumberger during the period indicated by Schlumberger.

11.2 Neither party shall hire, solicit, or accept solicitation (either directly or indirectly) from the employees of the other party directly involved in the performance of an Order during the term of the Order and for a period of one (1) year thereafter, except as the parties may agree on a case-by-case basis. The foregoing does not affect the rights of either party's employees to apply for a position within the other party's organization.

11.3 Supplier shall take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of supplying the Products and/or performing the Services, in accordance with applicable laws and regulations and best industry practices. Supplier shall monitor its compliance with the foregoing.

11.4 Where applicable, Schlumberger will provide Supplier with the "**Supplier GOLD Kit**" to facilitate the performance of the Order, and more particularly, to clarify processes used once an Order has been submitted. Said manual, which may be updated at any time, is provided as a facilitating tool (it contains, for example, information on payment).

ARTICLE 12 – PAYMENT

Supplier shall within thirty (30) days after the shipment or delivery of the Products and/or performance of the Services (unless otherwise agreed by Schlumberger) submit to Schlumberger an invoice for such Products and/or Services. Each invoice shall be in the format required by Schlumberger, accompanied by certification and documentation, including but not limited to, proof of delivery and written acknowledgement from Schlumberger of such delivery and shall state the Order reference number. Any invoice submitted without all required information will be considered as an invalid invoice and will result in the invoice being returned without payment. Payment of correctly submitted invoices shall be made by Schlumberger within seventy (70) days from the date of receipt of invoice unless otherwise required by the applicable local laws, and unless, (i) in Schlumberger's reasonable opinion, the Products are defective and/or the Services are unsatisfactorily performed, or fail to conform to the warranties or representations provided hereunder, (ii) Schlumberger disputes the correctness of the invoice submitted, in which case the parties shall use their best efforts to settle their dispute at the earliest, or (iii) different payment terms are specified in the Order. Payments made by Schlumberger shall not constitute acceptance of the Products and/or Services, or be construed as a waiver of any rights Schlumberger may have hereunder for defective or non-conforming Products and/or unsatisfactorily performed Services. Schlumberger may set off any amount owed by Schlumberger to Supplier against any amount owed by Supplier to Schlumberger. Supplier shall be liable for any and all costs associated with incorrect invoicing. As applicable, any early payment discount may be mutually agreed upon in the Order. Schlumberger reserves the right to reject any invoice submitted more than six (6) months after the final goods receipt for Products or the completion of the Services contemplated under the corresponding Order.

ARTICLE 13 –QUALITY

Before starting the performance hereof, Supplier shall, as applicable, have implemented and documented a quality assurance program meeting the requirements of ISO 9001 2015 (5th Edition) or of an internationally recognized standard of the same level (such as API Specification Q1 9th Edition).

ARTICLE 14 – PRODUCTS INSPECTION; PACKING; SHIPMENT; DELIVERY

14.1 Supplier shall make a full inspection of the Products specified in an Order prior to shipment; however the same shall be subject to Schlumberger's inspection and approval prior to acceptance and/or payment. If in Schlumberger's reasonable opinion, the Products fail to conform to agreed specifications or are otherwise defective, Schlumberger has the right to reject the same, and require prompt replacement or rectification thereof by Supplier, at Supplier's expense and risk. Without prejudice to the foregoing, title to the Products shall pass from Supplier to Schlumberger upon delivery or payment, whichever comes earlier unless otherwise agreed by the parties in the Order. Additionally, Schlumberger may, at Supplier's expense and risk, return quantities in excess of the amounts specified in the Order.

14.2 As applicable, if after delivery of the Products to Schlumberger, the Products are sent back to Supplier's facility for Supplier to assess the need and cost of repairs not covered under the warranty (if any), the risk of loss of, or damage to, such Products while at Supplier's facility (excluding the transport phase to and from said facility, unless otherwise agreed by the parties) shall be borne by Supplier.

14.3 Unless otherwise specified, all Products shall be packed, marked and otherwise prepared for shipment in a manner which (i) complies with applicable regulations, (ii) is acceptable to common carriers, (iii) provides necessary lifting, handling, and shipping information (and other relevant information identified by Schlumberger), (iv) is adequate for storage and protection against weather, and (v) is appropriate to ensure safe arrival of the Products at the named destination (as elaborated in the Supplier GOLD Kit), in good condition (the foregoing includes as required, the use of cushioning material or vacuum packing to prevent damage during transportation). In addition, the following requirements apply: if specific export packing requirements exist for a particular Product (i.e. said requirements result from the type/characteristics of the Product concerned), Supplier shall ensure that adequate documentation reflecting the same is furnished; additionally, wooden packaging or packing of any kind including wooden boxes, materials or pallets must only be made of heat-treated timber, and must comply with as applicable, the International Standards for Phytosanitary Measures, also referred to as ISPM (<https://www.ippc.int/en/>), or the US Department of Agriculture Animal and Plant Health Inspection Service, also referred to as APHIS (<http://www.aphis.usda.gov/>).

14.4 Schlumberger reserves the right to select the means of transport and carrier for shipment of the Products, notwithstanding anything herein.

14.5 International customs regulations require that duty be paid on the true net value of imported goods. For this reason, and unless transportation is provided by Schlumberger, charges such as packing, freight, handling, etc., must not be separately itemized on invoices submitted for payment against Orders; therefore any such charges must form part of the price quoted by Supplier.

14.6 Supplier shall ensure that all Products containing radioactive or hazardous materials are properly classified, described, packaged, labeled and shipped in compliance with all applicable laws and regulations and in observation of any codes of practice pertaining thereto.

14.7 All deliveries shall be made during normal business hours on the scheduled delivery date and at the place indicated in the Order unless otherwise agreed to by Schlumberger. In the event that the Order specifies a "period for delivery", Supplier shall give reasonable notice of the proposed time and date of actual delivery of the Products. Partial deliveries shall not be accepted without Schlumberger's prior authorization.

14.8 If Supplier delivers the Products in a more expensive way than specified, any increased transportation costs shall be paid for by Supplier unless Schlumberger has caused the necessity for such expedited handling.

14.9 Supplier shall provide Schlumberger with product manuals, maintenance manuals and any other information relevant to the use and/or maintenance of the Products ("**Product Documentation**") as set forth in the Order. Supplier hereby grants Schlumberger the right to (i) make unlimited reproductions of the Product Documentation, (ii) upload the Product Documentation into any Systems accessible by Schlumberger's employees, contractors, sub-contractors and agents, (iii) create derivative works of the Product Documentation, (iv) include the Product Documentation or derivative works thereof within Schlumberger's product manuals, maintenance manuals and/or any other information relevant to the use and/or maintenance of Schlumberger's products and services which include the Products set forth in the applicable Order, and (v) present or otherwise provide the Product Documentation or derivative works thereof to clients of Schlumberger.

14.10 If there is a discrepancy between the Order and the actual provision of Products or Services, Supplier shall notify Schlumberger in writing (but not through any Electronic Purchasing System) in respect thereof, in a prompt manner (and under no circumstances after invoice submission), with a detailed description of the Products or Services actually provided. Such discrepancy may or may not be accepted by Schlumberger.

ARTICLE 15 – CHANGES TO ORDERS

15.1 Schlumberger shall have the right at any time to make changes in an Order including type of Products and/or Services and time, method and place of delivery/performance. If said changes trigger increased or decreased costs or a longer or shorter period for delivery and/or performance, or impacts any of the other conditions applicable to the Order as originally submitted, Supplier shall so notify Schlumberger within four (4) working days from Order changes receipt (unless a different period is stated on the Order change), in the form used for Order changes submission with respect to Electronic Orders. Should Supplier be unable to perform the requested changes, Supplier shall formally reject the change Order request. Should Supplier be able to perform the requested changes, the parties shall agree on the applicable changes in the original conditions, based upon the supporting documentation submitted by Supplier, and Schlumberger shall elect whether to proceed or not with the change.

15.2 Supplier shall not have the right at any time to make changes in any Order, unless Schlumberger expressly agrees thereto.

ARTICLE 16 – TIMELY PERFORMANCE

16.1 Supplier shall make the Products available to Schlumberger and/or perform the Services in accordance with any dates specified in the Order or as otherwise agreed by the parties ("**Delivery Dates**"). Supplier acknowledges that time is of the essence in relation to the timing of all Products deliveries and any Service performance under the Order.

16.2 If the Products are not delivered in accordance with the applicable Delivery Dates and/or the Services are not performed by the agreed upon date, then without limiting any other remedy, Supplier shall owe Schlumberger liquidated damages in an amount equal to one percent (1%) of the amount of the Order for each day after the specified Delivery Dates that the Products remain undelivered and/or for each day after the agreed upon date that the Services remain unperformed. Schlumberger shall be entitled to deduct any liquidated damages due from the applicable prices set forth in the Order. The maximum amount payable by Supplier for any one failure shall not exceed fifteen percent (15%) of the amount of the Order.

16.3 It is agreed that the payment of such liquidated damages shall be considered by the parties as a genuine pre-estimate of the loss that Schlumberger may incur due to delay, and not a penalty. Notwithstanding the provisions of Article 16.2, the parties may agree on a different schedule and percentage of liquidated damages in any applicable Order.

ARTICLE 17 – PROVISION OF EQUIPMENT AND PERSONNEL

17.1 Supplier shall provide all personnel, equipment and materials required for the performance of the Services, and such personnel, equipment and materials shall be compliant with Article 9. The applicable prices include payment for such personnel, equipment and materials, except as may be expressly agreed otherwise by the parties in the applicable Order. Supplier shall pay all costs associated with personnel provided by Supplier, including, but not limited to, wages, overtime, food and accommodation in accordance with Article 24.

17.2 In regards to personnel performing under an Order, Supplier will ensure that all required checks for any member of its personnel have been carried out, as follows: (i) the security checks that may be determined by Schlumberger for certain sites/projects, (ii) industry certification and/or qualification checks, (iii) other standard industry checks for compliance with applicable legal requirements (if any), and (iv) where the Services are performed in the United States, I-9 employment eligibility verification.

17.3 Schlumberger may instruct Supplier to remove from Schlumberger's premises any person engaged in any part of the Services who in the reasonable opinion of Schlumberger is: (i) incompetent or negligent in the performance of his or her duties; (ii) engaged in activities which are contrary or detrimental to the interests of Schlumberger; or (iii) is not conforming to Schlumberger's workplace policies and standards. Where Schlumberger is dissatisfied with the performance of any of Supplier's workers, Schlumberger may notify Supplier of its dissatisfaction and terminate the Order in accordance with Article 10.2.

17.4 Supplier shall immediately report in writing to Schlumberger any claim or demand for injury, death, property damage or loss, or any accident involving any person or property in connection with the supply of Products and/or performance of Services under an Order.

17.5 Schlumberger accepts no responsibility for any loss or damage to personal belongings of Supplier's workers.

ARTICLE 18 – LIENS

Supplier shall not allow any liens to attach to the Products or to any property of Schlumberger, or to the property of Schlumberger’s clients as a result of Products supplied and/or Services performed by Supplier, and Supplier shall furnish, upon request, receipts and releases showing that all related costs and expenses have been paid, and that no third party claims, liens or rights of liens exist by reason thereof against Schlumberger, its clients and its and their property. Supplier shall indemnify, defend and hold Schlumberger and its clients harmless from said liens and claims arising out of or connected with the manufacture, supply or delivery of the Products and/or performance of the Services by Supplier.

ARTICLE 19 – INTELLECTUAL PROPERTY RIGHTS

Subject to Article 3.4:

19.1 Except as specifically stated in the Order, nothing herein shall be construed as granting any rights under any patents, trademarks, copyrights, or other intellectual property of the parties, or to the Confidential Information of the parties (as defined in Article 22).

19.2 Any Schlumberger Background Intellectual Property will remain the exclusive property of Schlumberger whether or not such Background Intellectual Property is used in the performance of the Order. Any Supplier Background Intellectual Property will remain the exclusive property of Supplier whether or not such Background Intellectual Property is used in the performance of the Order. **“Background Intellectual Property”** means intellectual property relevant to the Products and/or the Services and already owned by the party on the effective date of the Order, or intellectual property created outside of the Order after its effective date. Notwithstanding the preceding, Supplier hereby grants Schlumberger and its Affiliates a royalty-free world-wide, irrevocable, non-exclusive, non-sub licensable license to use Supplier’s Background Intellectual Property solely to the extent necessary for utilizing the Products, Services and/or Deliverables (as defined in Article 19.6) in Schlumberger and its Affiliates’ normal business operations.

19.3 If Schlumberger provides any Schlumberger Background Intellectual Property to Supplier for the performance of an Order;

(a) Supplier shall keep such Schlumberger Background Intellectual Property confidential, and shall use it only for the supply of the Products and/or performance of the Services for Schlumberger; Supplier shall protect such Schlumberger Background Intellectual Property with at least the same degree of care as it protects its own Background Intellectual Property but in no event less than a reasonable degree of care for intellectual property. Supplier’s may provide its employees, contractors or agents with Schlumberger Background Intellectual Property provided that (i) they need to have the Schlumberger Background Intellectual Property to perform an Order and (ii) they are bound by confidentiality terms at least as restrictive as the terms set out in Article 22;

(b) Schlumberger shall remain the sole and exclusive owner of all improvements, modifications, derivative works and intellectual property rights to Schlumberger Background Intellectual Property; and

(c) upon termination or expiry of the Order, Supplier shall return all Schlumberger Background Intellectual Property to Schlumberger and shall not retain any copies.

19.4 If special tools are used to perform an Order and charged to Schlumberger, title to such special tools shall vest in Schlumberger. Supplier shall give Schlumberger (or any person or entity identified by Schlumberger) all the assistance reasonably required to perfect the rights of Schlumberger set forth in this Article 19.4.

19.5 The parties may, as a result of the performance of an Order, develop new information, solutions, concepts and inventions, including but not limited to drawings, tooling, molds, designs, specifications, manuals, computer programs, databases, parts or methods of manufacture of any Product specified in an Order (herein **“Project IP”**). All ownership, rights, title and/or interest in any such Project IP shall be owned (i) by the party whose employees first conceived such inventions for solely owned Project IP or (ii) jointly by the parties for Project IP jointly created by both parties. For solely owned Project IP, patent applications may be filed at the discretion of the owning party. For jointly owned Project IP, patent applications may be filed by agreement of the parties. For any Project IP owned in whole or in part by Supplier, Supplier hereby grants Schlumberger a world-wide, royalty-free, non-exclusive, irrevocable license to such Project IP.

19.6 Supplier acknowledges that any information, materials, reports, recommendations, analyses, models, files and other work product in any form that Supplier creates or develops as part of the Services (herein **“Deliverables”**) (i) are works for hire, (ii) are the sole and exclusive property of Schlumberger and (iii) shall be treated by Supplier as Schlumberger’s Confidential Information. For any Deliverable that is found not to be a work for hire, Supplier hereby assigns all such Deliverables to Schlumberger. Supplier shall execute, and cause its employees to execute any and all documents and instruments of transfer and assignment that Schlumberger deems necessary or appropriate to carry out the foregoing. Compensation for the rights to such Deliverables shall be deemed included in the price and fees paid to Supplier.

19.7 The Deliverables may only be used by or on behalf of Schlumberger and members of the Schlumberger Group (as defined in Article 20.2) and/or its and their other suppliers for their respective business purposes. Schlumberger may disclose the Deliverables, including the fact of Supplier’s involvement in providing the Deliverables, to any of the members of the Schlumberger Group and/or its and their other suppliers; provided however, that Schlumberger shall cause such members of the Schlumberger Group and/or its and their other suppliers to comply in all respects with this Article 19 regarding the use and disclosure of such Deliverables.

19.8 Nothing herein is intended to preclude Supplier from developing for itself or third parties, materials which are competitive with the Deliverables; provided however that (i) Supplier shall not use any Schlumberger Confidential Information or Background Intellectual Property in conjunction with the development of such materials, and (ii) such materials shall not incorporate or reflect any Deliverables.

19.9 If any Order is terminated pursuant Article 10.2, Supplier hereby grants Schlumberger a non-exclusive, royalty-free, irrevocable, world-wide license for any intellectual property rights to the extent necessary to enable Schlumberger to make, have made, use, sell, import, or export the Products and quantities that are the subject of the terminated Order and/or complete the Services that are subject of the terminated Order either directly or through a third party.

ARTICLE 20 – LIABILITIES AND INDEMNITIES

20.1 Regardless of where/when title to the Products is transferred, but subject to Articles 9 and 14, the risk of loss of or damage to the Products shall pass to Schlumberger at the time and place of delivery.

20.2 SUBJECT TO ARTICLE 20.1 SUPPLIER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD SCHLUMBERGER, ITS PARENTS, ITS AFFILIATES, ITS CONTRACTORS (EXCLUDING SUPPLIER) AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES (**“SCHLUMBERGER GROUP”**) HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY’S FEES (**“CLAIMS”**) ARISING OUT OF DEATH, ILLNESS OR INJURY, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LOSS, DAMAGE OR COST, AS A RESULT OF OR IN CONNECTION WITH (I) WORKMANSHIP DEFECTS IN THE PRODUCTS, (II) FAILURE TO DELIVER THE PRODUCTS IN ACCORDANCE WITH THE RELEVANT SPECIFICATIONS, (III) THE NEGLIGENT ACT OR OMISSION OF SUPPLIER, ITS PARENTS, ITS AFFILIATES, ITS SUBCONTRACTORS AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES (**“SUPPLIER GROUP”**) UNDER THE ORDER, OR (IV) SUPPLIER GROUP’S BREACH OF THEIR OBLIGATIONS UNDER THE ORDER, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN ANY PRODUCTS.

20.3 SUPPLIER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD SCHLUMBERGER GROUP HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED PROPRIETARY DESIGNS FURNISHED BY SCHLUMBERGER. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (I) PROMPT WRITTEN NOTICE OF ANY CLAIM TO SUPPLIER, PROVIDED HOWEVER THAT SCHLUMBERGER’S FAILURE TO PROVIDE OR DELAY IN PROVIDING SUCH NOTICE SHALL NOT RELEASE SUPPLIER OF ITS OBLIGATIONS UNDER THIS ARTICLE 20.3, EXCEPT TO THE EXTENT SUCH FAILURE OR DELAY PREJUDICES THE DEFENSE, (II) SUPPLIER’S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, AND (III) REASONABLE COOPERATION AND ASSISTANCE BY SCHLUMBERGER IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF SUPPLIER. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY SCHLUMBERGER WITHOUT SUPPLIER’S PRIOR WRITTEN CONSENT. SCHLUMBERGER SHALL AT ALL TIMES HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT ITS OWN EXPENSE. IF ANY PRODUCTS AND/OR SERVICES (OR PART THEREOF), OR USE THEREOF, BECOME, OR IN SUPPLIER’S OPINION, ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL PROCURE FOR SCHLUMBERGER THE RIGHT TO CONTINUE THE USE THEREOF, OR REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGING (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST SCHLUMBERGER GROUP OR ITS OR THEIR CLIENTS ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS, AS SET FORTH ABOVE.

20.4 SUPPLIER SHALL INDEMNIFY AND HOLD SCHLUMBERGER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS WHICH ARE OR MAY BE ASSERTED BY ANY REGULATORY OR GOVERNMENTAL AUTHORITY OR THIRD PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO ACTIVITIES WHICH ARE UNLAWFUL OR IN BREACH OF ANY ORDER, OR WHICH ARE NOT AUTHORIZED UNDER TERMS OF ANY ORDER.

20.5 FOR THE PURPOSES HEREOF, **“CONSEQUENTIAL LOSS”** MEANS (I) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THE GOVERNING LAW OF THE ORDER, AS SET OUT IN ARTICLE 29.1 HEREUNDER, AND (II) TO THE EXTENT THAT THESE ARE NOT INCLUDED IN (I) ABOVE, ANY PUNITIVE, SPECIAL, INCIDENTAL DAMAGES OR LOSSES SUSTAINED BY THE OTHER PARTY OR ITS RESPECTIVE GROUP, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF DATA, LOSS OF ASSETS, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF PRODUCT, LOSS OR BUSINESS, BUSINESS INTERRUPTION, LOSS OF BARGAIN OR EXPECTATION OR OPPORTUNITY, IN EACH CASE WHETHER DIRECT OR INDIRECT AND, WHETHER OR NOT FORESEEABLE AT THE COMMENCEMENT OF THE ORDER. NOTWITHSTANDING ANY OTHER PROVISION HERIN TO THE CONTRARY, SCHLUMBERGER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD SUPPLIER GROUP HARMLESS FROM

SCHLUMBERGER'S OWN CONSEQUENTIAL LOSS AND SUPPLIER SHALL SAVE, RELEASE, DEFEND, INDEMNIFY AND HOLD SCHLUMBERGER GROUP HARMLESS FROM SUPPLIER GROUP'S OWN CONSEQUENTIAL LOSS RESULTING FROM, ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF AN ORDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF EITHER PARTY, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE CORRESPONDING LIABILITY.

20.6 FOR THE PURPOSES OF THIS ARTICLE 20, SCHLUMBERGER IS HEREBY AUTHORIZED TO ACT AS AGENT AND TRUSTEE FOR THE LIMITED PURPOSE OF EXTENDING TO THE MEMBERS OF SCHLUMBERGER GROUP ANY RELIEF FROM LIABILITY, INDEMNITY OR BENEFIT EXPRESSED HEREIN AS BEING GRANTED BY SUPPLIER IN FAVOR OF SCHLUMBERGER GROUP. FOR THE PURPOSES OF THIS ARTICLE 20, SUPPLIER IS HEREBY AUTHORIZED TO ACT AS AGENT AND TRUSTEE FOR THE LIMITED PURPOSE OF EXTENDING TO THE MEMBERS OF SUPPLIER GROUP ANY RELIEF FROM LIABILITY, INDEMNITY OR BENEFIT EXPRESSED HEREIN AS BEING GRANTED BY SCHLUMBERGER IN FAVOR OF SUPPLIER GROUP. IF A CLAIM IS MADE AGAINST A PARTY, AND THAT PARTY CLAIMS A RIGHT TO BE INDEMNIFIED, IT SHALL PROMPTLY INFORM THE INDEMNIFYING PARTY. NO SUCH CLAIM SHALL BE SETTLED WITHOUT THE APPROVAL OF THE INDEMNIFYING PARTY. THE INDEMNIFYING PARTY SHALL BE ENTITLED TO ASSUME THE DEFENSE OF SUCH CLAIM.

ARTICLE 21 – INSURANCE

21.1 Supplier's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to Schlumberger, including at least the following policies:

- (a) Comprehensive General Liability including but not limited to Contractual Liability Cover, with limits in respect of bodily injury and/or property damage of not less than US Dollars two million (US\$2,000,000) per occurrence;
- (b) Professional Liability with limits of not less than US Dollars two million (\$2,000,000) per occurrence if applicable;
- (c) Worker's Compensation and Employer's liability in compliance with local statutory requirements;
- (d) As applicable, Automobile Liability as may be required by statute or similar regulations in the country of operations; and
- (e) Any other insurance reasonably required by the applicable law.

21.2 Said policies shall be taken out by Supplier at its cost, with a reputable insurance company, and shall be evidenced by insurance certificates to be provided upon Schlumberger's request. Said policies shall name Schlumberger as an additional insured, to the extent of the liabilities assumed by Supplier hereunder (except for Worker's Compensation and Professional Liability), and shall be endorsed to provide that (i) no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to Schlumberger, and (ii) Supplier's insurers shall waive their rights of subrogation against Schlumberger to the extent of the liabilities assumed by Supplier hereunder.

ARTICLE 22 – CONFIDENTIALITY

Subject to Article 3.4:

22.1 Supplier acknowledges that during the performance of an Order, any information of Schlumberger Group, disclosed to, or obtained by, Supplier Group as a result of said performance shall be deemed confidential and proprietary to Schlumberger ("**Confidential Information**"). Without limitation to the foregoing, Supplier acknowledges that (i) the specifications, requirements, designs and the like for the manufacture of the Products and/or the performance of the Services (as applicable), and (ii) the content of any Order (whether accepted or not by Supplier), shall be deemed confidential and proprietary to Schlumberger.

22.2 Supplier shall (i) treat as secret and confidential, and (ii) not, at any time, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of (except for the purpose of performing an Order, provided that the disclosure is made to the employees of Supplier on a need-to-know basis), or permit use to be made of any Confidential Information, except with Schlumberger's express written consent.

22.3 The foregoing shall not apply to any Confidential Information that (i) can be shown by documentary evidence to have been previously known to Supplier at the time of disclosure, (ii) is independently developed by Supplier without breach of its obligations hereunder, (iii) is lawfully obtained from a third party without restriction on use or disclosure, (iv) is or becomes part of the public domain through no fault of Supplier, or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give Schlumberger sufficient prior notice in order to contest such requirement or order.

22.4 Supplier shall use the same degree of care to avoid unauthorized disclosure of the Confidential Information as it employs with respect to its own confidential/proprietary information of similar quality and nature, but employing no less than a reasonable standard of care.

22.5 Supplier expressly acknowledges that the disclosure made by Schlumberger does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of the Order, and nothing contained herein shall be construed as granting or conferring any rights to Schlumberger's trademarks, inventions, copyrights, patents or the like.

22.6 Upon expiry, cancellation or termination of the Order for whatever reason, Supplier shall return all Confidential Information to Schlumberger, and shall not be entitled to make or retain copies thereof. The foregoing does not apply to the Order/the terms of the Order. If Supplier is unable practically or economically to destroy all electronically held Confidential Information, Supplier undertakes that such Confidential Information not so destroyed will not be used subsequently by Supplier or any persons to whom it has disclosed the same and will be held subject to the terms of this Agreement. The return or destruction of Confidential Information shall not release Supplier from any of its obligations under this Agreement. If Supplier fails to keep such Confidential Information confidential or uses such Confidential Information in violation of the provisions of this Article 22, Supplier acknowledges and agrees that Schlumberger will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to injunctive relief to prevent Supplier from using or disclosing such Confidential Information.

22.7 It is Schlumberger's policy not to publicly endorse other organizations through press releases or marketing materials. Supplier acknowledges and agrees that Supplier does not have the right (i) to advertise or publish the fact that Schlumberger has contracted with Supplier, (ii) to use Schlumberger's name or logo in any advertisement, publication, articles, brochure or website, videos, social media, presentations or other marketing material, (iii) to make any press releases, either directly or indirectly, that are endorsements or create marketing collateral involving Schlumberger; or (iv) to quote any Schlumberger employee in any press release, except if Schlumberger has given his prior written authorization to such press release.

ARTICLE 23 – FORCE MAJEURE

Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected) or epidemic ("**Force Majeure**"). The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of Schlumberger to pay for invoices due in accordance with the provisions hereof. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

ARTICLE 24 – INDEPENDENT CONTRACTOR

Schlumberger's Orders shall not be construed as creating a joint venture, partnership or the like between the parties. Neither party shall act or be deemed to act on behalf of the other party, or have the right to bind the other party. Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to (including but not limited to holidays, absence and pension), and as applicable, tax withholding from its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Supplier for the performance hereof shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with relevant employment laws.

ARTICLE 25 – AUDIT

Schlumberger shall have the right, at any time up to five (5) years after completion, termination or cancellation of any Order, to audit Supplier's books, records, worksite and/or data in any form to verify the compliance with the terms hereof (including but not limited to compliance with the provisions of Articles 13, 26, 28, 31 and 32) and/or the correctness of any invoice submitted to Schlumberger by Supplier. Said right shall be exercised solely for the purposes defined in this Article 25. Supplier shall obtain equivalent rights of audit from all subcontractors and will cause such rights to extend to Schlumberger.

ARTICLE 26 – COMPLIANCE WITH LAWS

26.1 Supplier warrants that no applicable laws or regulations (including without limitation trade control, health, safety, labour and environmental laws, rules and regulations) shall be violated in the manufacture or sale of the Products or performance of the Services contemplated hereunder, and that Supplier shall comply with, and adhere to, all applicable laws and regulations which may apply to Supplier in connection with the Order.

26.2 As applicable, Supplier represents and warrants to Schlumberger that it is in compliance and will remain in compliance with the Conflict Minerals provisions of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any similar rule or regulation promulgated by the European Union. Supplier shall promptly provide Schlumberger, data upon written request, regarding its efforts to comply with the Conflict Minerals law.

ARTICLE 27 – ASSIGNMENT AND SUBCONTRACTING

27.1 Neither party shall, without the prior written consent of the other party, have the right to assign its rights and obligations under any Order to any third party, and any purported assignment without such consent shall be null and void. However, Schlumberger shall have the right to assign, in whole or in part, its rights and obligations under any Order to any of its Affiliates. The Order and these Schlumberger Terms and Conditions for Purchase Orders shall be binding upon the parties' respective successors and permitted assigns.

27.2 Supplier shall not subcontract whole or part of its obligations under any Order without Schlumberger's prior written consent, and any purported subcontracting without such consent shall be null and void. Schlumberger's consent shall not relieve Supplier from its obligations under any Order and Supplier shall be responsible for the performance, acts or omissions of its subcontractors as if their performance, acts or omissions were its own performance, acts or omissions.

ARTICLE 28 – TRADE CONTROL

28.1 Without limitation to the provisions of Article 26.1, Supplier shall not – directly or indirectly – sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, source code, or technology subject to any Order to or via any individual, entity, or destination, or for any use prohibited by the laws or regulations of any applicable jurisdiction without having obtained prior authorization from the competent governmental authorities as required by all such laws and regulations. Supplier shall provide Schlumberger with the Export Control Classification Number (“**ECCN**”), Harmonized Tariff Classifications (“**HTC**”) and the Country of Origin (“**COO**”) information for each Product. Supplier shall defend, indemnify, and hold Schlumberger harmless from and against any claims in respect thereof.

28.2 FOR U.S. and Canada ONLY: Supplier must provide certification, including the Status Verification Indicator (“**SVI#**”), as to their participation in the Customs-Trade Partnership Against Terrorism (“**C-TPAT**”) or the Partners in Protection Program for Canada (“**PIP**”). If Supplier is not a C-TPAT or a PIP member then Supplier shall provide either (i) evidence that Supplier is a member of a similar supply chain security program; or (ii) a statement from a Supplier's Senior Executive Officer stating the Supplier's supply chain security meets or exceeds the C-TPAT or the PIP standard requirements. Supplier must provide Schlumberger with the 10 Importer Security Filing (“**ISF**”) data points at least seventy-two (72) hours (Schlumberger's requirement) prior to Supplier's cargo being loaded on an ocean vessel at point of origin. Failure to satisfy the requirement may result in “No Load” costs, fines, penalties and additional expenses. Supplier shall be solely responsible for any such fees/costs and Supplier shall reimburse Schlumberger in full.

ARTICLE 29 – GOVERNING LAW AND DISPUTE RESOLUTION

29.1 The Orders shall be governed by, and construed in accordance with the laws of (i) the state of Texas (USA) for Orders entered into in the United States, (ii) the Province of Alberta (Canada) for Orders entered into in Canada, (iii) France for Orders entered into in France, and (iv) England (UK) for Orders entered into outside the United States, Canada and France, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

29.2 The parties shall first attempt to resolve any dispute, controversy or claim arising out of or relating to any Order, or the breach, termination or invalidity hereof (each, a “**Dispute**”), in good faith by negotiation and consultation between themselves. Any Dispute that has not been resolved by negotiation within ninety (90) days after one party provides notice of a Dispute to the other party, shall be submitted to mandatory, final and binding arbitration. Such arbitration shall be conducted in either English or French, as agreed to by the parties, at a mutually agreeable location in accordance with the (i) commercial arbitration rules of the American Arbitration Association for Orders entered into in the United States, (ii) National Arbitration Rules of the ADR Institute of Canada, Inc. for Orders entered into in Canada, and (iii) rules of conciliation and arbitration of the International Chamber of Commerce for Orders entered into outside of the United States and Canada. The procedure for the arbitration shall follow the applicable arbitration rules, as specified above. The arbitration award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered in any court of competent jurisdiction. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings, as permitted by applicable law, and the enforcement of any award.

29.3 The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded and shall not apply to the performance of any Order.

ARTICLE 30 – NOTICES

Notices shall be sent by registered post or fax, or delivered in person, to the address for notices communicated by the other party. Said notices shall be deemed received (i) upon delivery if hand delivered or sent by registered post, and (ii) upon recipient's confirmation of receipt if faxed.

ARTICLE 31 – BUSINESS CONDUCT

31.1 For the purpose of this Article 31:

(a) “**Anticorruption Laws**” means the UK Bribery Act 2010 (UKBA), the US Foreign Corrupt Practices Act 1977 (USFCPA) as amended from time to time, and any applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit bribing, or Improper Payments or other benefits to Government Officials or any other Persons;

(b) “**Facilitation Payment**” means the giving of anything of value to speed up and on-going process and/or routine government action (for example, customs inspections, visa processing, and certain permits/licenses). These routine actions would be ordinarily and commonly performed by the Government Official, and would be nondiscretionary, that is, for something to which the payer is already legitimately entitled;

(c) “**Government Official**” means: (i) any director, officer or employee of any Public Body including (1) employees paid full time or part time, (2) consultants and contractors of any government department or agency whether executive, legislative or judicial branches of government at all levels from national, state, local or town level; (ii) all employees of national oil companies and national services companies; (iii) any person acting in an official capacity for or on its behalf; (iv) any officer or employee or candidate of any political party or faction; (v) anyone otherwise holding a legislative, administrative or judicial position at any Public Body; (vi) any director, officer or employee of any public international organization (e.g. the United Nations or the World Bank). Government Official also includes immediate close family members including spouse or partner, grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; and any other individuals who share the same household with the Government Official.

(d) “**Improper Payment**” means the offer, promise, authorization, request, acceptance or agreement, whether directly or indirectly, to give or receive anything of value (whether nominal or otherwise) including Facilitation Payments, in order to (i) improperly influence someone's judgment about Schlumberger products or services or those of another company; (ii) improperly gain advantage when selling Schlumberger products and services, conducting business transactions, or representing Schlumberger interests; or (iii) influence the use of discretionary authority by any Government Official or Persons. For the purpose of this definition, anything of value shall include but is not limited to payment of available funds, favors, gifts, entertainment, excessive promotional activities, investment opportunities, in kind contributions, stock, options, contracts or a promise that has a value or can be exchanged for a value and/or benefit and also creation of a favorable or easier working conditions whether in the present or in the future.

(e) “**Person or Persons**” means any corporation (including corporate body in any form), partnership (limited or unlimited), trust, instrumentality, unincorporated venture or association and individual.

(f) “**Public Body**” means any central or local government, or any ministry, department, agency, organ or instrumentality of state, or entity owned or controlled by, a government or a state, including but not limited to a National Oil Company).

31.2 Supplier represents, warrants, agrees and undertakes that: (a) all work secured, performed, maintained, contracted and extended under the applicable Order whether directly or indirectly is made on the basis that Supplier has and will comply with Anticorruption Laws and this Article 31; (b) it shall be liable for all acts or omissions whether directly or indirectly of its employees and subcontractors of any tier, including agents and consultants, as if such acts or omissions were the acts or omissions of Supplier and as if all references in this Article 31 to Supplier were references to its employees and its subcontractors of any tier; and (c) it shall notify Schlumberger in writing if, at any time during the term of the applicable Order, it has failed to comply or is otherwise unable to comply with this Article 31.

31.3 Supplier shall not under any circumstances whatsoever offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of Schlumberger's directors, officers, employees, contractors or agents that (i) is above a nominal value of two hundred US Dollars (\$200) or its equivalent in local currency, or any limit established by the country where the Services are provided and/or the Products delivered; or in any manner that is deemed excessive, lavish or extravagant; or (ii) in the case of an event (including sporting or other entertainment events), where Supplier does not attend.

31.4 Supplier warrants and undertakes that it has not and will not make, offer, promise, receive, request, authorize or accept any Improper Payment whether directly, indirectly or through any Person or entity to influence an act of a Government Official, Public Body and/or Person or to obtain, maintain, retain business or gain an improper advantage from the Government Official and/or Person.

31.5 Supplier also warrants and represents, that: (a) it is not the subject of any judicial or quasi-judicial investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption, fraud, dishonesty or breach of trade control regulation; (b) it is not listed by any government agency or development bank as

being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programs or contracts run or offered by such agency or development bank; (c) unless disclosed in writing to Schlumberger, (i) it is not related to a Government Official or Close Family Member; (ii) no Government Official or Close Family Member owns or possesses, directly or indirectly, shares or any other beneficial interest in Supplier (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), no Government Official or Close Family Member is a director, agent, consultant or representative of Supplier, or has a direct or indirect interest in Supplier or in the applicable Order and (iii) it has no active political role in the countries where the Order will be performed.

31.6 Supplier shall maintain accurate records of any payment or advantage made or given to anyone on behalf of or for the benefit of Schlumberger, along with any supporting documents (including receipts and purposes of payments) for a period of up to five (5) years after the completion or cancellation/termination of any Order, and shall not falsify, alter, cover up, forge or disguise any payment, authorization or advantage made or given to anyone on behalf of or for the benefit of Schlumberger.

ARTICLE 32 – HEALTH, SAFETY AND ENVIRONMENT; WORKING CONDITIONS GUIDELINES

32.1 Supplier shall, in a timely manner, inform Schlumberger of any actions required by Schlumberger, or any limitations on Schlumberger’s activities, that relate to Supplier’s regulatory compliance obligations. Supplier shall show active commitment to the protection of people at all times and in all circumstances including the provision of adequate controls to protect people from exposure to physical, chemical, biological and psychosocial hazards in the workplace. Supplier shall show active commitment to the protection of the environment by minimizing its impact on the environment through pollution prevention, control of emissions and the efficient use of natural resources and the reduction and recycling of waste. Supplier shall have adequate provisions in place to respond to any HSE emergency. When on Schlumberger managed sites Supplier must at all times comply with the minimum site QHSE requirements and Schlumberger’s QHSE Policy, which will be provided on request.

32.2 Schlumberger has determined requirements for the suppliers it engages, with a view to establishing a relationship, which promotes responsible social, environmental and economic practices, in a collaborative manner. At a minimum all suppliers are required to comply with the laws, rules and regulations of the countries in which they operate. In addition, where industry guidelines exist and are higher than local laws require, they should be adhered to, including compliance with guidelines on freely chosen employment, child labor, discrimination, harsh or inhumane treatment, minimum wages, working hours and freedom of association.

ARTICLE 33 – GENERAL LEGAL PROVISIONS

33.1 These Schlumberger Terms and Conditions for Purchase Orders and the Order embody the entire agreement between the parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof (except to the extent otherwise stated in Articles 3.3 and 3.4).

33.2 Schlumberger reserves the right to update these Schlumberger Terms and Conditions for Purchase Orders; said revised/updated versions shall only apply to Orders placed once the same have been communicated to Supplier.

33.3 Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall promptly negotiate to restore the provisions hereof as near as possible to their original intent and economic effect.

33.4 The provisions hereof which by their nature are intended to survive the expiry, cancellation or termination of the Order (including without limitation warranty, indemnity/liability, intellectual property and confidentiality provisions) shall remain in full force and effect after said expiry, cancellation or termination.

33.5 The headings contained herein are for convenience of reference only, and do not constitute a part hereof.

33.6 The terms and conditions contained herein may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the party to which said terms and conditions benefit.

33.7 The rights and remedies of Schlumberger under these Schlumberger Terms and Conditions for Purchase Orders are not exclusive, and shall apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise. If either party exercises its rights and remedies under this these Schlumberger Terms and Conditions for Purchase Orders, under no circumstances shall it become liable for the consequential damages which may be sustained by the other party as a result thereof.

33.8 For the purposes of these Schlumberger Terms and Conditions for Purchase Orders, references to “*days*” shall mean calendar days. References to “*working days*” shall mean working days in the country where the Order is being performed.

33.9 If these Schlumberger Terms and Conditions for Purchase Orders are translated, the original English version shall prevail.
