

## **STANDARD PURCHASE ORDER TERMS AND CONDITIONS (North America)**

1. **Entire Agreement:** This document, along with the purchase order ("Purchase Order") issued by Allrig Inc. ("Allrig") and any other documents expressly referred to in the Purchase Order, constitutes the entire agreement ("Agreement") between company identified as the "Supplier" on the Purchase Order and Allrig with respect to any goods, materials, parts, equipment, rentals and/or services (collectively "Work") specified on the Purchase Order or otherwise supplied, sold, hired and/or performed by Supplier in connection with the Purchase Order, and supersedes all prior written or oral understandings relating to the sale, hire, supply and/or performance (as applicable) of the Work by Supplier to Allrig. For the purposes of resolving conflicts or inconsistencies between the constituent parts of the Agreement the relevant terms or conditions of documents which are higher in the following order of priority shall prevail over those of documents which are lower in the order: (i) the Purchase Order, (ii) the INCOTERMS referred to in this document, (iii) this document, (iv) any specifications, drawings, samples or descriptions for the Works furnished or specified by Allrig, and (v) any other documents incorporated into the contract by reference in the Purchase Order. Allrig and Supplier may be collectively referred to as the "Parties". The Agreement may not be modified, supplemented, waived or explained in any way except by Allrig's written consent. The Agreement is expressly made conditional on Supplier's assent to all of the terms in this document, conclusively established by Supplier's execution of the Purchase Order, by Supplier's unqualified statement that it accepts the Purchase Order, by delivery/performance of any Work or by Supplier's acceptance of any payment for any Work notwithstanding anything to the contrary except that if a Master Service Agreement exists between the Parties, such Master Service Agreement will govern. In this Agreement, references to Work being, having been or yet to be "sold", "purchased", "hired", "supplied", "furnished", "delivered" or "performed" or analogous words and phrases shall be deemed to import a reference to any of the others of them, as the context requires.
2. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any choice or conflict of laws rules, provisions or principles. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Houston, Harris County, Texas and waive any right to which they might be entitled to submit any dispute to the courts of another jurisdiction. Notwithstanding the foregoing, if the Work is being purchased, from a Supplier not located in the United States and a dispute arises out of, in connection with, or in any way relating to this Agreement, such dispute shall be resolved by final and binding arbitration. The arbitration shall be governed by the substantive laws of the State of Texas and by the Rules of Arbitration of the American Arbitration Association under its then current International Arbitration Rules (the "ICDR International Rules"). The seat of the arbitration shall be Houston, Texas. The decisions of the arbitrators shall be final and binding, and a final judgment may be rendered on the final arbitral award in any court having personal jurisdiction over Allrig or Supplier, as applicable.
3. **Price:** Supplier agrees to execute and perform the Purchase Order at the prices noted on the Purchase Order; provided, however, that the prices are not in excess of the prices provided or allowed by applicable price regulation laws, orders and regulations, and if any price may be in excess of such, Supplier agrees to reduce the price by the amount of such excess. No additional charges whatsoever with respect to any Work furnished in connection with the Purchase Order will be recognized and paid by Allrig unless they are approved in writing by the head of the purchasing department or a corporate officer of Allrig and submitted to Allrig in accordance with Section 1 hereof, as if said additional charges constitute a change in the terms and conditions of the Purchase Order. Allrig shall have the right at any time to request cost breakdowns in form satisfactory to Allrig on all items.
4. **Delivery; Title and Risk of Loss.** Time is of the essence. Unless otherwise stated on the face of the Purchase Order: (i) Supplier will deliver the Work by any quoted or agreed delivery date, and if there is a milestone schedule attached to the Purchase Order, in meeting each of the stated milestones; (ii) if Supplier has failed to make any delivery (for any reason whatsoever, except by fault of Allrig or a Force Majeure event) according to authorized delivery schedules of Allrig, Supplier shall owe Allrig daily liquidated damages accruing according to the "Liquidated Damages Option" as set forth on the Purchase Order and as further discussed in Section 13 of this Agreement. If Supplier fails to make any delivery for a period exceeding fourteen (14) days, Allrig shall have the right to terminate all or any portion of the Purchase Order without liability, and Supplier shall continue to owe accumulated liquidated damages to Allrig; (iii) Supplier shall be liable for all losses, costs, damages and liabilities suffered or incurred by Allrig as the result of Supplier's failure to deliver by the time specified in the Purchase Order, including, but not limited to, any liability, damage or penalty to which Allrig may be subjected under any contract which provides for liquidated or stipulated damages; (iv) WORK (other than services) SHALL BE SHIPPED DELIVERED DUTY PAID (DDP) (INCOTERMS 2010), to Allrig's plant/facility or other destination as may be stated by Allrig. Liability for loss or damage to all such Work or materials, by whatsoever nature caused, shall remain with Supplier until delivery is complete at destination. Delivery shall be deemed complete upon Supplier's actual delivery of the Work to Allrig's plant/facility or other designated destination or, in the case of services, when the Allrig or any of its duly authorized representatives confirm that the Work has been completed to Allrig's reasonable satisfaction. If any or all of the Work are not accompanied by a packing slip, Allrig's count or weight for the entire Purchase Order shall be conclusive. Supplier shall transfer good

- and marketable title in and to the Work free and clear of any and all claims, charges or other encumbrances. Any delivery obligation of Supplier set forth in this Section 4 will be automatically extended to the extent and for the duration that Supplier is delayed or affected by events of Force Majeure (as defined in Section 19 of this Agreement).
5. Inspection: All Work shall be subject to inspection and/or testing by Allrig at any and all times and places. If any inspection or test is made on Supplier's premises, Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Allrig's inspectors. The foregoing and any inspections pursuant thereto shall not relieve Supplier of its obligation to make full and adequate test and inspection of the Work and to furnish Work, which conform to the contractual requirements of this Agreement and the applicable Purchase Order and are free from defect. All Work are also subject to final inspection and acceptance at Allrig's plant/facility or, in the case of services, at any place where the services are performed, any payments or other prior inspections notwithstanding. Such final inspection shall be made within a reasonable time after delivery. If the Work fail any inspection or test, Supplier shall correct any and all defects to the satisfaction of Allrig and Allrig may terminate all or a portion of the Purchase Order without liability.
  6. Packing and Shipping: All Work shall be suitably packed, marked, and shipped in accordance with the requirements of common carriers and in a manner which will (a) assure arrival in a safe and undamaged condition, (b) permit efficient continuing storage under normal conditions, and (c) comply with any notice of Allrig's special storage requirements. Each package or container must be marked to show the Purchase Order number and include a priced packing list. Each item in the package must be tagged or marked with the item and part number, including revision number as shown on the Purchase Order. In absence of a packing list, Allrig's count shall be accepted as conclusive. If there have been part number changes, Supplier shall show the old part number in parentheses. Premium cost shipment for late deliveries will be at the expense of Supplier. All expenses incurred by Supplier's failure to furnish necessary shipping documents shall be charged to Supplier. Deviation from shipping instructions given herein or pursuant hereto will be at Supplier's sole risk.
  7. Payment: Payment shall be net forty-five (45) days unless otherwise specified in the Purchase Order. Any deliveries in excess of quantities ordered are returnable at Supplier's risk and expense. Work shipped to Allrig in advance of schedule may be stored by Allrig at Supplier's expense or may be returned to Supplier at Supplier's expense, but if retained, invoices may be paid as of scheduled delivery dates. All invoices submitted in connection with the Purchase Order shall contain the following certification: "We hereby certify that this Work has been supplied, sold, hired, furnished and/or performed (as applicable) with all the terms of the Purchase Order; including applicable requirements of the Fair Labor Standards Act; as amended, and of the regulations and orders of the United States Department of Labor issued there under."
  8. Warranties:
    - a. Express Warranties. Supplier expressly warrants: (i) that all Work covered by the Purchase Order will conform to the specifications, drawings, samples or other description furnished or specified by Allrig, including the Detailed Description / Specifications on the Purchase Order; (ii) that all Work will be merchantable and be free from defects in materials, workmanship or design; (iii) that all Work will also be fit and sufficient for the purposes intended; (iv) that the Work shall comply with all aspects of applicable laws and (v) that the Work will be performed with the degree of skill and care to be expected of a highly skilled and highly reputable contractor performing Work of the kind in question. Supplier further agrees: (a) that this warranty shall survive inspection, test, acceptance of and payment for the Work; (b) that the warranty will run to Allrig, its successors, assigns, customers and users of its products; and (c) that Supplier will defend, indemnify and hold Allrig harmless from any loss, damage or expense whatsoever, including attorney's fees that may be suffered as a result of any breach of such warranty.
    - b. Term and Remedies. The aforesaid express warranties shall be in addition to any warranties expressed or implied by law and any standard warranty or guarantee of Supplier. Supplier makes all such warranties regarding the Work for a period beginning on delivery or completion of performance (as applicable) of the Work and lasting until of the later of twenty-four (24) months from delivery or completion of performance or twelve (12) months from incorporation of the Work into other goods or onward sale by Allrig, as applicable. Allrig may, at its option and in addition to any other remedies under this Agreement or available at law, either return for credit or refund or require prompt correction or replacement at locations designated by Allrig of any rejected, defective or non-conforming Work. Rejected, defective or non-conforming Work shall be at Supplier's expense. Work required to be corrected or replaced shall be subject to the provisions of this Section 8 and Section 5 in the same manner and to the same extent as Work originally delivered under the Purchase Order.
    - c. IP Infringement. Supplier covenants, warrants and guarantees that all Work furnished hereunder (and the normal use and sale thereof including, without limitation, the manufacturer, use and sale of products incorporating such Work), are free from infringement of any valid patent, copyright, trademark or other intellectual property right, and that Supplier will, at its own expense, defend, indemnify and hold Allrig harmless from any claims or suits alleging such infringement by Allrig, its successors, assigns, customers or any persons selling or using any such Work or any product manufactured by Allrig which may be claimed to involve any such alleged infringement. Supplier agrees to grant Allrig an irrevocable non-exclusive and royalty-free license to make, have made, use and sell any inventions resulting from the work under the Purchase Order.
    - d. Other Materials. Any materials furnished to Supplier by Allrig in connection with the Purchase Order will be deemed to be held by Supplier upon consignment, unless otherwise agreed to in writing, and Supplier agrees to pay for all such materials spoiled or damaged by Supplier, or not otherwise satisfactorily accounted for Allrig shall determine the disposition (at Supplier's expense) of all unused or scrap materials. Use of such materials

by Supplier shall constitute Supplier's agreement that such materials are suitable for the purpose intended. Supplier shall not be liable for any claim, loss, damage or expense resulting directly from any delay in delivery or non-delivery of materials to be furnished by Allrig. Supplier shall insure all materials, tools, facilities, and equipment in which Allrig has an interest against risk of loss or damage for their value at Supplier's expense during such time as they remain in Supplier's possession.

- e. Confidentiality. Supplier acknowledges that all drawings, specifications, designs, processes, reports, data and other technical or proprietary information furnished to Supplier hereunder are submitted confidentially and warrants that they will keep all such information in strict confidence and that they will be used only in connection with work done under the Purchase Order. Delivery and disclosure thereof is solely upon condition that the same shall not otherwise be used, retained, copied, or reproduced by Supplier. Upon demand by Allrig all such drawings, specifications, etc. and copies and reprints thereof made by Supplier shall immediately be returned to Allrig. Supplier shall not divulge any information or furnish any data with regard to the Purchase Order, or any part of the subject matter thereof, unless otherwise required by law, without the prior written approval of Allrig. All materials, tools, designs, dies, fixtures, drawings, specifications and other property method of process owned or paid for or agreed to be paid for by Allrig, whether directly noted on the face of the Purchase Order or included by Supplier in unit price of Work, shall be the property of Allrig subject to removal at any time without cause or expense to Allrig, all such to be identified and marked by Supplier as Allrig's property, used only in performance of the Purchase Order, treated as confidential material and covered by Supplier at Supplier's expense by adequate liability, damage and fire insurance for replacement cost thereof. Supplier shall assume all risk of loss or damage to such property, maintain and repair such property prior to completion of the Purchase Order or final payment of purchase price. Supplier is to provide Allrig with inventories of all such property as Allrig may request.
- f. Notice to Allrig. If Supplier issues any kind of notice to one or more of its customers announcing defects, concerns or issues with respect to any goods or services purchased by Allrig, including but not limited to public information bulletins and recall notices (collectively referred to as the "PIB"), SELLER shall include Allrig on its the issuance of each such PIB by notifying Allrig. Supplier's failure to issue any such PIB to Allrig in a timely manner shall be considered a material breach of this Agreement and subject Supplier to damages resulting from such failure.
9. Termination: Allrig shall have the right to terminate the Agreement in whole or in part upon providing written notice to Supplier without liability to Allrig. Notwithstanding the foregoing, Allrig shall pay Supplier for (i) conforming Work previously supplied and (ii) Supplier's costs directly arising from the manufacture, procurement, or supply of the Work up to the date of such termination; provided that such costs will never include any anticipated profits or revenue (other than revenue and profits anticipated in respect of conforming Work already supplied), which are "consequential losses" as defined in

Section 15. If Supplier is in breach of any of the terms hereof, including the warranties of Supplier or delivering the Work on time, Allrig shall be entitled to terminate all or a portion of the Purchase Order without liability.

10. Assignment: Supplier shall not have the right to subcontract or assign this Agreement or any work to be furnished hereunder without the prior written consent of Allrig, and the assignment of this Agreement or the subcontracting of any work to be performed hereunder, if so permitted by Allrig, shall not relieve Supplier of its duties or obligations hereunder. If Supplier attempts to subcontract or assign this Agreement or any work to be furnished hereunder without such consent, such attempted assignment and subcontracting shall be voidable at Allrig's sole option and this Agreement may be immediately terminated at the option of the Allrig
11. Insurance: Supplier shall maintain, at its sole cost and expense, the following policies of insurance as applicable and required, and shall provide certificates of insurance to Allrig evidencing such policies: (i) Worker's Compensation and Employers Liability insurance or equivalent as required by the laws of the jurisdiction in which services and/or goods are being provided; (ii) Protection and Indemnity, or its equivalent, with limits of not less than Five Million United States Dollars (USD \$5,000,000) per occurrence; (iii) Comprehensive General Liability or its equivalent, including Broad Form Contractual Liability coverage, with limits of not less than Five Million United States Dollars (USD \$5,000,000) per occurrence for bodily injury and property damage; and (iv) excess liability limits of not less than Ten Million United States Dollars (USD \$10,000,000) per occurrence. All such insurance policies shall be obtained from insurance companies authorized to conduct business in the jurisdiction in which services and /or goods are being provided and insurers shall be AM Best rated A+ XV or better. In addition, all insurances of Supplier relating to Work performed in relation to this Agreement (and all insurances provided by subcontractors) other than Workmen's Compensation coverage shall include Allrig Group as additional assureds, shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights, against Allrig Group in relation to this Agreement, and provide that such insurances shall be primary and non-contributory as respects any other coverage in favor of Allrig Group.
12. INDEMNITY: THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 12 COMPLIES WITH THE EXPRESS NEGLIGENCE RULE REQUIRING THE PARTIES TO STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE OF THE OTHER PARTY AND ITS GROUP.
- a. Definitions. (1) Allrig and Allrig's parent, subsidiary and affiliates, their subcontractors (except Supplier) and each of their respective directors, officers, employees, agents, servants, consultants, invitees, representatives, customers, and subcontractors (or their servants) are, collectively, "Allrig's Group". (2) Supplier or Supplier's parent, subsidiary or affiliates and their subcontractors and their respective directors, officers, employees,

- agents, servants, consultants, invitees, representatives, and subcontractors (or their servants) are, collectively, “Supplier’s Group”. (3) “**REGARDLESS OF FAULT**” SHALL MEAN WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR FAULT OF ANY PERSON OR PARTY, EXPRESSLY INCLUDING THE INDEMNITEE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY, AND EXPRESSLY INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE AND/OR RELEASEE. (4) “**Claims**” shall mean any loss, cost, liability, expense, penalty, proposed fine, tax, demand, claim, cause of action, complaint, citation, damage, settlement, judgment or other adverse action of any kind or character and including all attorneys’ fees, court or other administrative costs, and the fees of consultants, accountants and other experts associated with any such action, arising out of, incident to or in any way in connection with this Agreement or the Work, and including, without limitation, any claims that may be brought by spouses, heirs, survivors, legal representatives or successors and assigns.
- b. Allrig Indemnities. Allrig shall release, defend, and indemnify Supplier’s Group from and against any and all Claims, REGARDLESS OF FAULT, for any (1) damage or casualty to the property of any member of Allrig’s Group; and (2) injury to or illness or death of any member of Allrig’s Group.
- c. Supplier Indemnities. Supplier shall release, defend, and indemnify Allrig’s Group from and against any and all Claims, **REGARDLESS OF FAULT**, for any (1) damage or casualty to the property of any member of Supplier’s Group; and (2) injury to or illness or death of any member of Supplier’s Group; (3) .
- d. Texas Oilfield Anti-Indemnity Act. If the Purchase Order or this Agreement is interpreted under the laws of the State of Texas, the indemnity and insurance provisions contained herein will be effective to the maximum extent permitted by Title 6, Chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-Indemnity Act, and Supplier and Allrig each agree to support their respective indemnity obligations by providing liability insurance coverage (or qualified self-insurance or a combination thereof), with minimum limits and types of coverage not less than those set forth for Supplier herein and with respect to unilateral obligations, in the statutory amounts, which is obtained by each of the Parties for the benefit of the other Party and its respective group.
- e. HSE Indemnity. Allrig shall be responsible for and shall save, indemnify, release, defend and hold harmless Supplier’s Group from and against all Claims in respect of violations of HSE laws, rules, regulations, ordinances, and statutes, including for the disposal of all waste, pollutants, contaminants, and hazardous (or potentially hazardous) substances, to the extent that any such Claim is caused by the negligence, strict liability, unseaworthiness of any vessel or non-airworthiness of any aircraft, or other fault or breach of duty (whether statutory or otherwise) of Allrig. Supplier shall be responsible for and shall save, indemnify, release, defend and hold harmless Allrig’s Group from and against all Claims in respect of violations of HSE laws, rules, regulations, ordinances, and statutes, including for the disposal of all waste, pollutants, contaminants, and hazardous (or potentially hazardous) substances, to the extent that any such Claim is caused by the negligence, strict liability, unseaworthiness of any vessel or non-airworthiness of any aircraft, or other fault or breach of duty (whether statutory or otherwise) of Supplier’s Group.
13. Remedies: The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided by law or equity, including the “Liquidated Damages Option” set forth on the Purchase Order. Supplier and Allrig agree that such liquidated damages are a reasonable estimate of Allrig’s damages, which are difficult to determine accurately, and are not a penalty. The failure of Allrig to insist, in any one or more instances, upon Supplier’s performance of any of the terms, covenants or conditions of the Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance thereof, but Supplier’s obligations for such future performance shall continue in full force and effect. Allrig may set off against any amounts which may become payable by Allrig to Supplier, and any amounts which Supplier may owe to Allrig, whether arising under the Purchase Order or otherwise.
14. Changes: Allrig shall have the right to make changes in or to: (i) the specifications, drawings, and sample, if any; (ii) the method of shipment or packaging; (iii) the place and time of performance; and (iv) the articles and materials, including the quantity thereof, to be furnished by Supplier. If any such change causes an increase or decrease in the cost of, or the time required for performance of the Purchase Order, an equitable adjustment shall be made in the contract price or performance schedule, or both, by mutual agreement. Any claim by Supplier for adjustment of price or delivery will be waived for all purposes unless written notice of such request is made within ten (10) calendar days after receipt of Buyer's written notice of change. Supplier shall not suspend performance of the unaffected portion of this Purchase Order while Buyer and Supplier are in the process of making any such change. If released in writing by Buyer, Supplier shall comply with and perform such change in accordance with the terms of this Purchase Order during the time Supplier and Buyer require to mutually agree upon an equitable adjustment.
15. Consequential Loss and General Limitation of Liability: As used in this Agreement, “consequential loss” shall mean: (i) all loss or deferment of profit, loss of use of equipment, services or materials, loss of contract, loss or deferral of production, loss of product, loss of revenue, business interruption, loss of savings, economic loss, loss of business

opportunities or increased cost of working, punitive, special, or exemplary damages, whether any of the foregoing are direct, indirect, or consequential and whether or not foreseeable at the date of a Purchase Order; (ii) any other indirect or consequential loss under applicable law; (iii) any loss of or damage to reservoir or formation, loss of well bore, loss of control of the well (including all costs and expenses arising out of any action, claim, suit, demand or judgment resulting from or arising out of any of the foregoing; and (iv) overhead costs, howsoever arising, under contract, tort, equity, breach of duty (statutory or otherwise). In no event shall Allrig or any of Allrig's affiliates, owners, officers, employees, agents, directors, representatives, vendors, suppliers, subcontractors, invitees, or shareholders or their insurers have any liability to Supplier for any consequential loss of Supplier, Supplier's Group, any third party or anyone claiming losses through any of them, arising out of or in connection with this Agreement, the Purchase Order or the Work, regardless of whether such liability arises under contract, tort, equity or breach of duty (whether statutory or otherwise) and by whomsoever caused. Supplier shall save, indemnify, defend and hold harmless Allrig and Allrig's affiliates, owners, officers, employees, agents, directors, representatives, vendors, suppliers, subcontractors, invitees and shareholders and their insurers from and against any and all claims arising in connection with this Agreement or the Work for consequential loss suffered or incurred by Supplier, Supplier's Group, and any third party.

16. Invalidity/Validity: All terms contained herein are severable, and the invalidity of any part hereof shall not affect the validity of any other part.
17. Taxes and Duties: Supplier shall be responsible for all taxes (other than taxes based on the income of Allrig), duties and assessments levied or imposed by any foreign governmental entity, or by any local, state, or federal governmental entity of the United States on the sale of the Work, whether in effect on the date of this Agreement or thereafter enacted, increased or levied and irrespective of whether such taxes, duties or assessments are quoted on Supplier's quotation or invoice. If Allrig is required to pay any such tax, duty or assessment, Supplier agrees to promptly reimburse Allrig for said amount.
18. Export: As a condition of the supply of Work, Supplier must obtain the necessary and applicable export licenses, import permits, working visas and work permits. If Supplier is not able to obtain such permits, visas or licenses, Allrig shall be relieved of the obligation of purchasing the Work from Supplier. Allrig shall not be obligated to provide any import/export certification or other documentation, nor agree to any contract provision or otherwise act in any matter which may cause Allrig, in Allrig's sole judgment, to be in violation of any U.S. federal, state or local laws or the laws of any country or other jurisdiction.
19. Force Majeure: For purposes of this Agreement, 'Force Majeure' shall mean acts of God, acts, orders, decrees, instructions or other requirements of governmental entities or instrumentalities, insurrections, mobilizations, riots, acts of terrorism, vandalism, sabotage, strikes, lock-outs or other labor disturbances (it being expressly agreed that Supplier shall have no right to compel Allrig to settle any such strike or other dispute on

terms unsatisfactory to Allrig in Allrig's sole and absolute discretion), quarantines, floods, storms, hurricanes, tornadoes, droughts or other adverse weather conditions, fires, explosions, embargoes, or by other cause not reasonably within the control of either party. If either Party is hindered or prevented from performing its obligations under this Agreement as a result of any Force Majeure, the time for the Party's performance hereunder shall be extended for a period equal to the duration of such Force Majeure. If Supplier's failure to perform due to Force Majeure extends more than thirty (30) days, Allrig shall be entitled to obtain the Work elsewhere, and shall not be required to purchase the Work from Supplier upon cessation of the Force Majeure event.

20. Training: Supplier represents that all personnel, employees, agents, and contractors associated with the performance of Supplier's obligations under this Agreement or any Purchase Order are competent for, and prior to commencing work will undergo the necessary training appropriate to, their respective areas and specific responsibilities, including safety training and training regarding the proper use of control measures, the duty to report observations and potential problems or areas of concern, the proper use of procedures and forms, and the safe conduct of maintenance and/or preventative measures. Supplier shall make available to all personnel, employees, agents, and contractors a copy of applicable policies and manuals of Supplier and Allrig.
21. Incident Reporting: Supplier shall report immediately to Allrig all incidents and occurrences resulting in: (i) injuries to third parties or the personnel, employees, agents, contractors of Supplier or Allrig; (ii) spills or releases of any type or quantity of fuels, materials, wastes, pollutants, contaminants, or hazardous (or potentially hazardous) substances; or (iii) damage to property on Allrig's premises; in each case arising out of, related to, or in connection with this Agreement or any Purchase Order. Supplier shall furnish Allrig with a copy of any reports made by Supplier or any other party of such accidents or occurrences. Supplier shall also prepare and make available all reports of accidents or occurrences on Allrig's premises resulting in spills or releases of waste, pollutants, contaminants, or hazardous (or potentially hazardous) substances which may be required by federal, state, or local laws, orders, or regulations.
22. Drug and Alcohol Testing Program: Supplier represents that it maintains and enforces a documented drug and alcohol testing program pursuant to which all personnel, employees, agents, and contractors associated with the performance of Supplier's obligations under this Agreement or any Purchase Order are subject to including but not limited to, initial (upon employment) and regular testing, including periodic or mandatory random testing for alcohol and drug use for (i) all personnel, employees, agents, and contractors performing jobs involving safety and health concerns, and (ii) any personnel, employee, agent, or contractor for which suspicion exists that such individual's work performance or safety is impaired by the use of alcohol or drugs. Confirmed positive test results are grounds for disciplinary action, including termination of employment.
23. Permits and Plans: At its sole cost, Supplier shall obtain and maintain any and all plans, permits, licenses, orders, and similar authorizations required by governmental authorities

- or third parties in connection with the performance of Supplier's obligations under this Agreement and any Purchase Order, and when requested shall furnish evidence satisfactory to Allrig thereof.
24. Compliance with Law: In performance of Supplier's obligations under this Agreement and any Purchase Order and every activity connected therewith, Supplier shall, and shall cause its personnel, employees, agents, and contractors to, comply in all material respects with all applicable federal, state, and local laws, rules, regulations, ordinances, and statutes, including but not limited to any and all health, safety, and environmental ('HSE') laws, rules, regulations, ordinances, and statutes, and when requested shall furnish evidence satisfactory to Allrig of such compliance. Additionally, in connection with the performance of this Agreement and any Purchase Order, Supplier and any of its personnel, employees, agents, and contractors shall fully comply with all applicable HSE and other rules, directives, procedures, or policies of Allrig and the highest industry and HSE standards. Furthermore, Supplier agrees to obtain any and all visas, permits, licenses, and approvals required by any applicable federal, state, and local laws, rules, regulations, ordinances, and statutes in relation to its performance and obligations under this Agreement.
25. Supplier and Supplier Personnel: If Supplier or any member of Supplier Group enters onto a facility or worksite of Allrig in performance of its obligations under this Agreement or any Purchase Order or for any other reason thereunder: (i) Supplier shall be solely responsible for the safety of, and environmental compliance of, its operations and those of its agents and subcontractors, for maintaining a healthy workplace, and for the methods of performing this Agreement and any Purchase Order. Supplier shall take all precautions necessary to prevent harm to any person or damage to any property or the environment; (ii) Supplier shall ensure that its agents and subcontractors, if any, and each of their respective employees comply with Supplier's and Allrig's HSE policies and procedures, all applicable HSE rules, regulations, ordinances, and statutes and the HSE requirements set out under this Agreement and any Purchase Order; (iii) Supplier's failure to meet or satisfy the above requirements shall be regarded as cause for immediate termination of this Agreement on three (3) days' prior written notice without any further obligation of Allrig to Supplier; provided, however, should Allrig in its sole discretion believe there is potential imminent risk of injury to persons, property, or the environment relating to the Work or a Allrig employee, facility, or worksite, Allrig may, without notice, require Supplier to cease any and all work (or any portion thereof) and take immediate corrective action; and (iv) Supplier will notify Allrig in writing if Supplier discovers any hazardous materials or conditions in connection with performing any obligations under this Agreement or any Purchase Order.
26. Exclusion of Supplier personnel. Allrig may, acting reasonably, require Supplier to exclude any person performing any Work for or on behalf Supplier from any site (other than Supplier's own premises) at which Work is being performed, to exclude such person from further involvement in the performance of the Work and/or to have another person who meets with Allrig's approval take over the excluded person's performance of the Work.
27. Waste Disposal: Supplier agrees, in relation to its performance under this Agreement or any Purchase Order, to take all steps necessary to protect the environment, including proper and safe handling, storage, use, management, and disposal of all waste, pollutants, contaminants, and hazardous (or potentially hazardous) substances related to or generated in the course of manufacturing and providing the Work, in accordance with any and all applicable laws and regulations and best industry practices. Furthermore, Supplier agrees to monitor its compliance with the foregoing and report compliance as requested.
28. Gifts and Gratuities: Supplier shall not provide Allrig employees or agents, or any member of their immediate family, with gifts, payments, entertainment, services, or loans in any form. Gifts of nominal value and entertainment, meals, and social invitations that are customary and proper under the circumstances and do not place the recipient under any obligation are acceptable. If any employee or agent of Allrig should solicit a gift or gratuity from Supplier, Supplier hereby agrees to promptly notify an officer of Allrig of such act. It is agreed that Allrig will hold such notification in confidence. Failure by Supplier to comply with this Section 28 may, at Allrig's option, result in the termination of this or any Purchase Order.