STANDARD PURCHASE ORDER TERMS AND CONDITIONS (MEXICO)

July 1, 2026

1. Governing Terms and Conditions. Any Purchase Order (each, an "Order" or the "Order") issued by Buyer to Seller that indicates the Order is governed by Tidewater's Standard Purchase Order Terms and Conditions (Mexico) shall be deemed a reference to these Standard Purchase Order Terms and Conditions in effect on the date of the Order, in the form provided at www.tdw.com (the "PO Terms and Conditions (Mexico)"). The PO Terms and Conditions (Mexico) shall take precedence over any other terms and conditions, whether contained in any offer, quotation, proposal or other documents proposed by the Seller or included in connection with Seller's acceptance of an Order or in connection with Seller commencing performance of an Order, except where such other terms and conditions are included in a written agreement executed by both Seller and Buyer, or their Affiliates, predating the relevant Order ("Pre-existing Purchase Agreement") in which case the Pre-existing Purchase Agreement shall take precedence over the PO Terms and Conditions (Mexico), unless the Parties expressly provide in the relevant Order that the Order shall be governed by a separate written master agreement pre-dating the relevant order, which separate written master agreement is described in the master written agreement, (a "Pre-existing Master Agreement"), in which case the Pre-existing Master Agreement shall take precedence over the PO Terms and Conditions (Mexico) and any Pre-existing PO T&C Agreement. A Pre-existing PO T&C Agreement and a Pre-existing Master Agreement may each be referred to herein as a "Pre-existing Agreement". The term "Buyer" as used herein means Tidewater Inc., a Delaware corporation, or any direct or indirect subsidiary of Tidewater or Affiliate of Tidewater, whose name is set forth in an Order. The term "Seller" as used herein means the company, entity or person performing or delivering the goods whose name is set forth in the Order. Buyer and Seller may individually be referred to as a "Party" and collectively as the "Parties". The term "Affiliate" with respect to either Party shall mean any entity, including without limitation, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of the foregoing sentence, the term "control" (including with the correlative meanings, the terms "controlled by" and "under common control with") means (i) the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise or (ii) any joint venture of a Party or its Affiliates. The term Affiliate also includes any entity in which either Party maintains control of the direction and management of the entity by contract or otherwise even though it owns less than fifty percent (50%) of the outstanding shares of such entity.

2. Offer and Acceptance; Legally Binding Contract. An Order is not a firm offer until accepted and Buyer reserves the right to revoke it at any time prior to Seller's acceptance in writing. An Order may be accepted by written acknowledgment or may be deemed accepted by Seller by beginning performance of the Order. Except as expressly provided otherwise in a Pre-existing Agreement, an Order shall be governed by and subject to the PO Terms and Conditions (Mexico) NOTWITHSTANDING THE INCLUSION OR ATTACHMENT OF ANY DIFFERENT OR ADDITIONAL TERMS BY SELLER IN CONNECTION WITH SELLER'S ACCEPTANCE OF THE ORDER BY WRITTEN ACKNOWLEDGEMENT OR SELLER'S DEEMED ACCEPTANCE OF THE ORDER BY COMMENCING PERFORMANCE, AND SUCH ACCEPTANCE SHALL CONSTITUTE A LEGALLY BINDING CONTRACT OBLIGATING SELLER TO PERFORM THE ORDER IN ACCORDANCE WITH THE PO TERMS AND CONDITIONS (MEXICO) (EXPRESSLY EXCLUDING ANY SUCH DIFFERENT OR ADDITIONAL TERMS), WHICH CONTRACT SHALL FORM THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO SUCH ORDER. UNDER NO CIRCUMSTANCES SHALL THE FAILURE OF THE BUYER TO OBJECT TO ANY SUCH DIFFERENT OR ADDITIONAL TERMS BE DEEMED AN ACCEPTANCE OF SUCH DIFFERENT OR ADDITIONAL TERMS OR A WAIVER OF ANY OF THE PO TERMS AND CONDITIONS (MEXICO). Buyer's right to require strict performance by Seller shall not be affected by any waiver, forbearance or course of dealing.

3. Quantities; Non-Exclusive Contract. An Order is not and shall not be deemed under any circumstances to be a requirements contract. The Parties acknowledge that any forecast or estimated quantity of goods or services provided by Buyer to Seller: (a) is merely an estimate by Buyer of its needs for goods or services, (b) is subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements, and (c) shall not under any circumstances constitute a commitment or obligation by Buyer or its Affiliate to purchase any minimum percentage or volume of goods or services from Seller or any other entity. Buyer is not obligated to purchase any quantity of goods or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or release or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account. Goods delivered to Buyer in excess of the quantities specified in Buyer's Order or release or in advance of schedule may be returned to Seller at Seller's risk and expense, including but not limited to, any cost incurred by Buyer related to storage and handling of such goods. Seller shall give Buyer at least 180 calendar days prior written notice of the permanent discontinuance of production of any goods purchased hereunder or necessary for the production/provision of goods or services hereunder. Buyer reserves the right to use its own resources and to employ or contract with other entities to provide goods and/or related services.

4. Prices and Taxes. All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision pursuant to Section 14. By acceptance of an Order, Seller agrees (a) that the prices contained therein are not in excess of Seller's list, catalog or published prices; (b) that such prices are not higher than prices charged to other buyers purchasing similar goods; and (c) that such prices are not in excess of the prices subject to regulation by any applicable law, government decree or order. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods/services, and the parties shall promptly make the appropriate price adjustment. Seller's prices include all taxes, fees or duties applicable to the goods or services, purchased under the Order; provided, however, that any value added tax ("VAT"), sales tax or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by applicable laws, treaties, conventions, protocols, common law, regulations, ordinances, codes, standards, directives, orders, including judicial orders, and rules issued by governmental agencies or authorities which are applicable to the goods, services or the activities contemplated or provided under the Order (collectively, "Law(s)") to charge any VAT, sales tax or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by Law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. Seller shall be solely responsible for the payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon applicable to the goods or services in relation to the Order (collectively, the "Seller Payments"); and to the maximum extent permitted

by all Laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable Laws, Seller shall establish or register an office, branch or division in the country where any part of the Order is to be performed, or to qualify as an organization legally operating and doing business in such country(ies) and for imposing a similar obligation upon any supplier, vendor, contractor, representative or agent of Seller of any kind and tier used to perform any services or provide any goods hereunder (collectively, each a "Subcontractor"; Seller, its Subcontractors and its or their employees, representatives, agents or invitees of any kind shall be referred to collectively as the "Seller Group").

5. Payments. Unless otherwise stated on the face of the Order by Buyer or prescribed by Law, payment terms are net due 60 calendar days from the later of (a) the date of receipt of a valid invoice by Buyer or (b) the receipt of conforming goods or services by Buyer. Seller's invoice shall in all cases bear the Order number and shall be issued no later than 90 days after receipt of the goods by Buyer or Seller's completion of the services. To the maximum extent permitted by Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Seller to suspend performance and any resulting delay in Buyer's payment or nonpayment shall be Seller's sole responsibility. Seller warrants that it is authorized to receive payment in the currency stated in the Order. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement.

6. Commercial Invoice and Delivery.

(a) Time is of the essence with respect to each Order. All of the goods for an Order shall be delivered on or before the date of delivery specified on the face of an Order, unless an extension of time for delivery or a partial shipment is agreed upon in writing by an authorized representative of the Buyer. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of the Order, Seller shall promptly notify Buyer in writing. Delivery shall be to the "Ship To" nominated place and in accordance with the Incoterms 2020 specified on the face of an Order. If the Seller has not delivered goods sixty (60) days after the date when the goods were scheduled to be delivered, Buyer shall have the right to terminate the Order with no further liability to the Seller other than for goods properly delivered before the date of termination. Risk of loss shall be upon Seller until Buyer accepts and takes possession of the goods. Title to the goods passes to Buyer upon delivery of the goods in accordance with the INCOTERMS 2020 set forth on the face of an Order, including (if any) all software provided in connection with the goods and all copies of the software embedded or incorporated in the goods. For the avoidance of doubt, if for any reason Buyer is not deemed the owner of any software associated with the goods, Seller hereby grants to Buyer a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, modify, make derivative products from, and disclose that software in connection with Buyer's exercise of its rights in the goods. For the further avoidance of doubt, Buyer shall further own all data and other information generated by and with the goods and/or during the course of Buyer's use of the goods, and Buyer shall be free to (and Seller hereby authorizes Buyer to) use and access that data and other information without restriction, including by accessing any software or other aspects of the goods that communicate such data and other information. Buyer may specify contract of carriage and named place of delivery in all cases. Failure of Seller to comply with any such Buyer specification shall cause all transportation charges to be for the account of Seller without prejudice to any other remedies available to Buyer at law or equity. Buyer shall have the right to demand delivery of all of the goods at one time or in portions from time to time within the time of delivery provided in an Order, notwithstanding any prior dealings or usage of trade to the contrary. At the time of collection or delivery, Seller shall provide Buyer's agent or nominated freight forwarded (if Ex Works), with reasonable advance notice of the order readiness or availability. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including the Export Control Classification Number ("ECCN") and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to the Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements. Seller understands that its failure to comply with any such Buyer specifications and other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller and give rise to any other remedies available at law, contract or equity. Seller shall include with the packing list for each shipment a detailed, complete bill of material/parts list ("BOM") that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. When requested by Buyer, Seller shall provide a packing list with values for each item.

(b) All goods or work provided by Buyer to Seller for the production or development of the goods and not included in the purchase price shall be separately identified on the invoice (i.e., consigned material, tooling, etc.). Each such invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

(c) For goods originating in or transiting the U.S. that will cross an international border, Seller will include a Destination Control Statement on the invoice pursuant to 15 C.F.R. Part 758.6 or 22 C.F.R. Part 123.9, as applicable.

(d) If goods cross an international border, customs clearance shall be performed according to the applicable Incoterm and Seller shall provide a copy of the commercial invoice and export declaration together with the other relevant export documents, including packing list and transportation. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Seller who have knowledge of the transaction; Order number; Order line item; release number where applicable; part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; Incoterm and named location; and country of origin of the goods for each line item. Furthermore, all goods or services in any way provided by Buyer to Seller for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g. consigned materials, tooling, free issue goods, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

(e) If goods will cross an international border, for goods originating in or transiting the U.S., Seller shall supply the requisite Electronic Export Information to include in the Automated Export System (AES) record as required for export of the goods by the Foreign Trade Regulations (15 C.F.R. Part 30) issued by the U.S. Census Bureau and for any goods that are delivered to the European Union from a country not belonging to the European Union (including Norway), Seller shall provide the transit document (T1).

(f) If goods will be delivered to a destination country having a trade preferential or customs union agreement ("Trade Agreement") with Seller's country, Seller shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer's benefit and provide Buyer with any required documentation (e.g., NAFTA Certificate, EUR1 Certificate, GSP Declaration, FAD or other Certificate of Origin) to support the applicable special customs program (e.g., NAFTA, EEA, Lomé Convention, GSP, EU-Mexico FTA, EU/Mediterranean partnerships, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to the scope of an Order exist at any time during the execution of the same and be of benefit to Buyer in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value that may result from an Order, and acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Seller shall protect, defend, indemnify, release and hold harmless Buyer for any costs, fines, penalties or charges arising from Seller's inaccurate documentation or untimely cooperation. Seller shall immediately notify Buyer of any known documentation errors.

7. Termination.

(a) Termination for convenience. Buyer may terminate all or any part of the Order without cause by 10 calendar days' written notice to Seller. Upon termination (other than in accordance with Section 7(b)), Buyer will determine any termination costs in its sole discretion. Such termination costs, if any, will be based upon reasonable, direct and documented costs necessarily incurred by the Seller in the performance of the Order up to the date of termination. Seller shall provide documentation of such costs within 30 calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Notwithstanding anything to the contrary, in no event shall Buyer's liability for termination costs or any amounts paid pursuant to this Section 7 exceed one hundred percent (100%) of the Order value. Orders with delivery lead times of 60 calendar days or longer by providing written notice within 14 calendar days of Seller's final Order acceptance.

(b) Termination for default. Seller shall be deemed to be in default under the Order if Seller: (i) fails to perform within the time specified or in any written extension granted by Buyer; (ii) fails to make progress that, in Buyer's reasonable judgment, endangers performance of the Order in accordance with its terms; (iii) fails to comply with any of the terms of the Order; or (iv) ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency Laws is brought by or against Seller, a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made. Buyer, without liability, may terminate the whole or any part of the Order by written notice to Seller if the Seller does not cure such default within 10 calendar days of receiving written notice of default or immediately if such default is incapable of cure. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services comparable to those so terminated. Seller shall continue performance of the Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule or waive other deficiencies in Seller's performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under the Order.

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

(d) Survival. Those sections that by their nature are intended to survive termination of the Order shall survive termination or expiration.

8. Compliance with Laws.

(a) General. As a material element of the Order, except to the extent that such compliance violates or would cause Buyer to be penalized under applicable Laws, Seller covenants that it will comply with: (a) all applicable Laws; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent seller who is engaged in the same type of service or manufacture under similar circumstances.

(b) Health, Safety and Environment. Seller covenants that it will take the necessary and appropriate actions and precautions to protect health, safety and the environment, including to prevent any injury to persons, property or the environment and has established effective requirements to ensure any members of the Seller Group and any suppliers it uses to perform the work called for under the Order will be in compliance with this Section 8. Seller covenants that each chemical substance or hazardous material (any substance or material defined as such, or regulated on the basis of potential impact to health, safety or the environment, pursuant to applicable Law) constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped, and registered under applicable Law. Seller shall provide with the goods the following in the language(s) of the locations where the goods are delivered to Buyer or its designee: safe use instructions; hazard communication, safe transport and labelling information; regulatory, compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS). Except if specifically required by Buyer, Seller covenants that none of the goods contain any of the following: (i) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"), nanoscale materials; or (ii) any chemicals that are restricted or otherwise banned under the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations. Seller covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable Law that it generates in the performance of any services or supply of any goods under the Order, including while at a Seller location, including responsibility for managing such waste in accordance with applicable Law.

(c) Labor. Seller covenants that no goods or services supplied under the Order have been or will be produced, directly or indirectly: (i) utilizing forced, indentured or prison labor; (ii) utilizing the labor of persons in violation of the minimum working age Law in the country of manufacture of the goods or performance of the services under the Order, whichever is higher; (iii) in violation of minimum wage, hours or days of service, or overtime or other Laws governing the timing, method and amounts to be paid to workers

as required by applicable local Laws; (iv) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local Laws; (v) in violation of the principle that workers should be hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age and other characteristics protected by applicable local Laws; (vi) subjecting workers to any form of sexual or other harassment, compulsion or coercion, including, but not limited to, harassment based upon any protected characteristic, including age, race, national origin, religion, disability, gender and other characteristics protected by Laws; or (vii) in violation of the U.K. Modern Slavery Act. If forced or prison labor, or labor below applicable minimum working age is determined to have been used in connection with the Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from all costs and expenses related to any suit, claim, proceeding brought against Buyer, its Affiliates or its or their customers for any claim arising out of or related to Seller's violation of applicable labor or employment Laws, including but not limited to, any claim arising out of or related to Seller's failure to pay minimum wage, overtime wages, or any other compensation or benefits owed to Seller's employees. Seller covenants that it will comply with all Laws applicable from time to time to work permits, immigration and visa and shall timely provide to the payment of any related administrative charges, fees or costs to the competent authorities.

(d) Duty Drawback. If Seller is the importer of record into the U.S. or any other country that applies a Duty Drawback regime for any goods, including any component parts thereof, associated with the Order, Seller shall provide to Buyer all the required documentation for Duty Drawback purposes, which, in the U.S., includes Customs Form 7552 entitled "Certificate of Delivery," properly executed, as well as Customs Form 7501 "Entry Summary" and a copy of Seller's invoice, packing list, and air waybill/bill of lading.

9. Export Controls. The goods purchased by Buyer and received from Seller are intended for end use, directly or indirectly, in the performance of Buyer's operations, including but not limited to offshore vessel services and related operations. The Parties agree to comply with all applicable U.S. and United Kingdom ("U.K.") anti-boycott, export control, sanctions laws, and any applicable foreign export and import laws or regulations or any applicable export control and sanctions laws of any other government having jurisdiction over the transaction or the parties, except where compliance with such laws would result in a violation of U.S. and U.K. laws and regulations, including but not limited to laws which may penalize or prohibit (a) transactions involving persons, companies, or entities involved in activities related to the proliferation of nuclear, missile, or chemical/biological weapons, or missiles that deliver such weapons; (b) transactions involving any person, company, or other entity appearing on any applicable list of prohibited parties maintained by the U.S. Government; (c) transactions involving countries against which the U.S. maintains economic sanctions or embargos under statute, Executive Order, or any government in any applicable jurisdiction, or regulations issued by the Office of Foreign Assets Control ("OFAC"), 31 C.F.R. Subtitle B, Chapter V, as amended from time-to-time; and (d) transactions involving any person, company, or entity acting or purporting to act, directly or indirectly, on behalf of, or an entity owned or controlled by, any person or entity identified in (a) through (c) above. The foregoing are collectively referred to as the "Export and Import Laws". The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any obligations under the PO Terms and Conditions (Mexico) or any Order pursuant hereto.

10. Inspection. All goods shall be subject to inspection at all times and places both as to progress and materials and workmanship, including reasonable inspection at Seller's vendors, suppliers and/or subcontractor's facilities, and shall be subject to final inspection and acceptance prior to shipment, by an authorized representative of the Buyer.

11. Packaging, Marking and Shipment. All shipments must be packed, preserved, crated, bundled, marked, etc., in accordance with any special conditions shown on an Order, or in the case no such special conditions exist, the goods shall be packed in an appropriate manner to obtain the lowest transportation costs, giving due consideration to the nature of the goods, with packaging suitable to protect the goods from damage during transport and otherwise to guarantee the integrity of the goods to destination and in accordance with the requirements of common carriers and in a manner consistent with applicable laws and regulations. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets or crossbars thick enough to allow safe lifting and unloading. Unless specifically stated in writing in an Order, no charge for boxing, packaging, marking, storing and transporting, etc., shall be allowed. Seller shall include one copy of the packing list with each shipment. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Seller shall provide the center of gravity for items greater than one (1) ton, precautionary marks (e.g. fragile, glass, air ride only, do not stack, etc.), loading hook/lifting points and chain securing locations where applicable to avoid damage and improper handling. For goods shipped by Seller in two (2) or more packages, Seller shall clearly mark the packages to show the sequence of each package (e.g. "1 of 2", and "2 of 2") and the packing list shall clearly show the contents contained in each package. Seller shall place all marking in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. For shipments to or within the U.S., Seller shall comply with U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials including hazardous materials specified in 49 CFR, the International Maritime Organization (IMO) and the International Air Transport Association (IATA). The Material Safety Data Sheet must be attached to the goods and a copy included with the Seller's commercial invoice or packing list.

12. Invoices. Seller shall submit the original invoice to the "Invoice To" entity and address stated on the face of an Order together with the original bill of lading or express receipts properly signed by carrier's representative for each and every shipment. In all cases, Buyer's Order number(s) and relevant rig name (if applicable) must be plainly marked on all bills of lading, packing lists and shipping orders submitted by Seller. If transportation is charged on an invoice, Seller shall also submit the original receipted expense bill. Delay in receiving invoices, and errors and omissions on invoices shall be considered just cause for withholding settlement without losing any cash discount privilege. In preparing invoices, Seller shall include all descriptive matter as shown in an Order, in addition to any information customarily furnished by the trade. The Seller shall not be entitled to receive any payment on any invoice that is received by the Buyer more than one hundred eighty (180) days after delivery of the goods, but the Buyer may, at its sole discretion, make payment of such invoice (or part thereof).

13. Tooling. All dies, patterns, and tooling ordered, and such tooling and material furnished by Buyer, shall be used solely in the performance of an Order and furnishing of goods ordered by Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall not be commingled with property belonging to Seller or others. Seller agrees to maintain

inventory control of all such tooling and materials and to furnish inventories hereof if required by Buyer.

14. Variations and/or Changes. Buyer, at its sole discretion and at any time, may make changes within the general scope of the Order, including, but not limited to, any adjustment to the Order price or delivery schedule, and Seller shall comply with all such changes but shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a material increase or decrease in the cost and/or time required for the performance of any work under the Order, an equitable adjustment shall be mutually agreed in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 30 calendar days from Seller's receipt of the change (or suspension) notification, and may only include reasonable, direct and documented costs that will necessarily be incurred as a direct result of the change. Except as specifically provided for herein, no changes as to delivery date, delivery destination, quantities, description, prices, or any other term of an Order shall be made, nor shall any charge for any extras be allowed unless same have been authorized in writing by Buyer's authorized agent, and the proper price adjustment stated in such revision to an Order. Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods or services, their specifications or composition; (b) material process changes; (c) material plant or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; (e) material changes to its procurement of goods/services in connection with the Order; (f) discontinuation of production of the goods or performance of services; or (g) any other change that may impact the integrity of the goods/services, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys or testing necessary to determine the impact of such change on the goods or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Upon any change to Seller's design or the material used for the manufacture of goods in connection with the Order, Seller shall include with the packing list for each shipment a detailed, complete BOM that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. Upon Buyer's request, Seller shall provide a packing list with values for each item.

15. Returns. If any of the goods or services furnished pursuant to the Order are found after delivery to be defective or otherwise not in conformity with the requirements of the Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or any of its Subcontractors, then Buyer, at its discretion and at Seller's expense may reject and return all or any portion of such goods or services as well as any other remedies available at law or in equity, including but not limited to the remedies listed in Section 18 below. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any inspection or tests reasonably requested by Buyer to verify conformance to the Order.

16. Warranties and Guarantees.

(a) SELLER EXPRESSLY WARRANTS (i) FULL AND UNENCUMBERED TITLE TO THE GOODS; (ii) THAT ALL GOODS WILL BE NEW AND FIT AND SUFFICIENT FOR THE PURPOSES INTENDED; AND (iii) THAT THE GOODS SHALL COMPLY WITH ALL LAWS, REGULATIONS, STATUTES, ORDINANCES, CODES (GOVERNMENT AND INDUSTRY) AND STANDARDS (GOVERNMENT AND INDUSTRY) APPLICABLE TO SUCH GOODS. SELLER FURTHER WARRANTS THAT FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE THE GOODS ARE DELIVERED TO BUYER OR TWELVE (12) MONTHS FROM DATE OF INSTALLATION (WHICH SHALL INCLUDE ACCEPTANCE IF INSTALLED BY SELLER), WHICHEVER OCCURS LATER ("WARRANTY PERIOD"), SUCH GOODS (i) WILL BE FREE FROM DEFECTS IN MATERIALS, DESIGN AND WORKMANSHIP (WHETHER LATENT OR PATENT); (ii) SUCH GOODS WILL COMPLY WITH THE ORDER AND WITH ANY DRAWINGS, SPECIFICATIONS AND APPLICABLE SAMPLES SPECIFIED THEREIN, OR IF NOT SPECIFIED IN THE ORDER, SELLER'S PUBLISHED SPECIFICATIONS AND/OR SPECIFICATIONS OTHERWISE PROVIDED (THE "SPECIFICATIONS"); AND (iii) THAT SUCH GOODS HAVE BEEN MANUFACTURED AND/OR ASSEMBLED IN ACCORDANCE WITH API Q1 QUALITY STANDARDS. FOR ANY SUCH GOODS REPAIRED OR REPLACED DURING THE WARRANTY PERIOD, THE WARRANTY PERIOD FOR THOSE GOODS SHALL BE EXTENDED TO THE DURATION OF THE INITIAL WARRANTY PERIOD OR TWELVE (12) MONTHS FROM COMPLETION OF THE REPAIR OR REPLACEMENT (WHICH SHALL INCLUDE ACCEPTANCE IF INSTALLED BY SELLER), WHICHEVER OCCURS LATER. IN THE CASE OF RENTAL EQUIPMENT, SELLER EXPRESSLY WARRANTS AND REPRESENTS THAT (A) ANY RENTAL EQUIPMENT PROVIDED PURSUANT TO AN ORDER SHALL CONFORM TO THE SPECIFICATIONS SET FORTH IN THE APPLICABLE ORDER; OR (B) IF NOT SET FORTH IN THE APPLICABLE ORDER, SET FORTH IN CONTRACTOR'S OR MANUFACTURER'S PUBLISHED SPECIFICATIONS FOR SUCH RENTAL EQUIPMENT; OR (C) IF THERE ARE NO SUCH PUBLISHED SPECIFICATIONS, THOSE SPECIFICATIONS WHICH WOULD BE EXPECTED OF A PRODUCT OF THE NATURE AND INTENDED USE OF THE PRODUCT IN THE COMPANY'S INDUSTRY. THE COMPANY SHALL GIVE WRITTEN NOTICE TO THE CONTRACTOR OF ANY DEFECTIVE OR NON-CONFORMING RENTAL EQUIPMENT WITHIN A REASONABLE TIME AFTER IT BECOMES AWARE OF SUCH DEFECT OR NON-CONFORMANCE. PROVIDED CONTRACTOR IS NOTIFIED BY COMPANY DURING THE RENTAL PERIOD, CONTRACTOR SHALL REPAIR OR REPLACE DEFECTIVE OR NON-CONFORMING RENTAL EQUIPMENT WITHIN THE SHORTEST TIME REASONABLY PRACTICABLE, BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER RECEIPT OF NOTICE FROM THE COMPANY. DURING THE PERIOD THE RENTAL EQUIPMENT IS OUT OF SERVICE BECAUSE IT IS DEFECTIVE OR NON-CONFORMING, NO AMOUNTS RELATING TO THE RENTAL OF SUCH EQUIPMENT SHALL BE CHARGEABLE OR PAYABLE AND IN THE EVENT ASSOCIATED WORK CANNOT BE PERFORMED OR PROVIDED AS A RESULT OF SUCH DEFECTIVE OR NON-CONFORMING RENTAL EQUIPMENT NO AMOUNTS RELATING TO THE ASSOCIATED WORK SHALL BE CHARGEABLE OR PAYABLE UNTIL THE DEFECTIVE OR NON-CONFORMING RENTAL EQUIPMENT IS REMEDIED. THE FOREGOING RESPRESENTATIONS AND WARRANTIES SHALL NOT REDUCE ANY OTHER EXPRESS REPRESENTATIONS OR WARRANTIES PROVIDED BY SELLER.

(b) IF THE GOODS ARE DEFECTIVE IN DESIGN, MATERIAL OR WORKMANSHIP OR FAIL TO CONFORM TO THE SPECIFICATIONS OR REQUIRED QUALITY STANDARDS, SELLER SHALL, AT BUYER'S OPTION, EITHER (i) REPAIR TO FIRST CLASS CONDITION AT SELLER'S COST AT THE CURRENT LOCATION OF THE GOODS, (ii) REPLACE SUCH DEFECTIVE OR NON-CONFORMING GOODS AT SELLER'S COST OR (iii) REFUND THE COST OF THE GOODS. IF SELLER FAILS TO SO REMEDY SUCH DEFECTS WITHIN THE SHORTEST TIME THAT IS REASONABLY PRACTICABLE AFTER BEING NOTIFIED BY BUYER OF THE DEFECT OR NON-CONFORMING GOODS, BUT IN NO EVENT LATER THAN

THIRTY (30) CALENDAR DAYS FROM SUCH NOTICE, BUYER MAY CURE SUCH DEFECTS OR NON-CONFORMITY ITSELF OR THROUGH ANOTHER SELLER IN ANY MANNER THAT BUYER DETERMINES IN ITS REASONABLE DISCRETION, AND SELLER SHALL REIMBURSE BUYER FOR ALL COSTS AND EXPENSES INCURRED BY BUYER IN REMEDYING SUCH DEFECTS. BUYER MAY, AT ITS ELECTION, EITHER (A) DEDUCT OR WITHHOLD THE REASONABLE COSTS INCURRED BY BUYER TO REMEDY SUCH DEFECTS FROM AMOUNTS OTHERWISE DUE AND OWING BY BUYER TO SELLER OR (B) ACCEPT REIMBURSEMENT FROM SELLER NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DATE OF BUYER'S INVOICE. IF BUYER SENDS A WRITTEN NOTICE OF DEFECT OR NON-COMPLIANCE DURING THE WARRANTY PERIOD, OR PROMPTLY THEREAFTER, THEN THE WARRANTY SHALL BE HONORED NOTWITHSTANDING THE EXPIRATION OF THE WARRANTY PERIOD AT THE TIME SELLER RECEIVES THE NOTICE.

(c) SELLER FURTHER EXPRESSLY WARRANTS THAT NO LIENS, CHARGES, ENCUMBRANCES, SECURITY INTEREST OR RIGHTS IN REM OF ANY KIND ("ENCUMBRANCES"), SHALL AT ANY TIME LIE OR ATTACH AGAINST OR UPON ANY OF THE GOODS, OR THE PARTS, MATERIAL OR EQUIPMENT RELATED THERETO, INCLUDING ANY ITEM OR EQUIPMENT FURNISHED BY SELLER OR ANY MEMBER OF SELLER GROUP FURNISHING ANY PORTION OF THE GOODS UNDER AN ORDER. NOTHING CONTAINED HEREIN SHALL IN ANY WAY LIMIT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARISE AS A RESULT OF AN ORDER. ALL WARRANTIES AND GUARANTEES SURVIVE ACCEPTANCE OF THE GOODS. NO USED OR SECONDHAND MATERIALS AND/OR EQUIPMENT SHALL BE FURNISHED OR INCORPORATED INTO ANY GOODS FURNISHED HEREUNDER UNLESS SPECIFICALLY AUTHORIZED BY BUYER OR BUYER'S AUTHORIZED AGENT AND EXPRESSLY RECITED IN AN ORDER.

(d) UNLESS APPROVED BY BUYER IN WRITING, SELLER SHALL NOT FURNISH ANY GOODS MANUFACTURED AND/OR ASSEMBLED BY THIRD PARTIES THAT DO NOT CARRY FULLY ASSIGNABLE WARRANTIES. WITH REGARD TO GOODS SOLD HEREUNDER AND MANUFACTURED AND/OR ASSEMBLED BY THIRD PARTIES, SELLER SHALL OBTAIN FROM EACH THIRD PARTY THE BEST COMMERCIALLY AVAILABLE WARRANTY AND SHALL ASSIGN SUCH THIRD PARTY WARRANTIES TO BUYER, WHICH THIRD PARTY WARRANTIES SHALL BE IN ADDITION TO ANY OTHER RIGHTS THAT BUYER MAY HAVE UNDER THE PO TERMS AND CONDITIONS (MEXICO) OR THE ORDER. WHEN REQUESTED BY BUYER, SELLER SHALL ASSIST BUYER IN THE ENFORCEMENT OF ANY SUCH ASSIGNED THIRD PARTY WARRANTY, AND SELLER SHALL FULFILL ALL THIRD PARTY WARRANTIES IN THE EVENT ASSIGNMENT TO BUYER WAS NOT EFFECTIVE.

(e) THE PARTIES ACKNOWLEDGE AND AGREE THAT THE APPLICATION OF ALL OR ANY OF THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND THE 1974 CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS, AS AMENDED BY THE 1980 VIENNA PROTOCOL (ALSO KNOWN AS THE "VIENNA CONVENTION") TO AN ORDER IS EXPRESSLY EXCLUDED IN ALL RESPECTS.

(f) IN THE EVENT SELLER PERFORMS WARRANTY WORK OR AN ORDER REQUIRES SELLER TO SERVICE OR REPAIR THE GOODS (COLLECTIVELY, "SERVICE WORK"), SELLER WARRANTS THAT: (i) SELLER HAS OR WILL PROVIDE THROUGH SUBCONTRACTORS, THE NECESSARY KNOWLEDGE, EXPERTISE, EQUIPMENT IN GOOD WORKING ORDER AND FULLY TRAINED PERSONNEL TO PERFORM THE SERVICE WORK; (ii) EACH MEMBER OF SELLER GROUP SHALL PERFORM ALL SERVICE WORK WITH DUE DILIGENCE AND IN A GOOD AND WORKMANLIKE MANNER IN ACORDANCE WITH GOOD OIL FIELD SERVICING PRACTICES APPLICABLE TO THE SERVICE WORK, ALL APPLICABLE LAWS, STATUTES, ORDINANCES, REGULATIONS, RULES, STANDARDS (GOVERNMENT AND INDUSTRY) AND CODES (GOVERNMENT AND INDUSTRY), BUYER'S AND ITS CLIENT'S SAFETY REQUIREMENTS (TO THE EXTENT SERVICE WORK IS PERFORMED AT THE WORKSITE AND/OR PREMISES OF BUYER OR ITS CLIENTS) AND THE SERVICE REQUIREMENTS AND SPECIFICATIONS OF THE ORDER; AND (iii) ALL EQUIPMENT UTLIZED BY SELLER GROUP IN PERFORMING THE SERVICE WORK HAS BEEN THOROUGHLY TESTED AND INSPECTED AND IS SAFE, SUFFICIENT AND FREE OF ANY DEFECTS, LATENT OR OTHERWISE. THE TERM "GOOD AND WORKMANLIKE MANNER" SHALL MEAN THAT THE SERVICE WORK SHALL BE PERFORMED IN A MANNER DEEMED PROFICIENT BY THOSE WITH SPECIAL KNOWLEDGE AND TRAINING IN PERFORMING SERVICE WORK OF SUCH TYPE AND NATURE.

(g) SELLER SHALL RE-PERFORM THAT PART OF THE DEFECTIVE OR NON-CONFORMING SERVICE WORK, PROVIDED SELLER IS NOTIFIED BY BUYER WITHIN THE SERVICE WARRANTY PERIOD, OR PROMPTLY THEREAFTER. UPON RECEIPT OF WRITTEN NOTICE OF THE DEFECT OR NON-CONFORMANCE, SELLER SHALL PROMPTLY COMMENCE THE REMEDIATION OF ALL DEFECTIVE AND/OR NON-CONFORMING SERVICE WORK DESCRIBED IN BUYER'S WRITTEN NOTICES, INCLUDING DEFECTS RELATED TO THE SERVICE WORK PROVIDED BY ANY MEMBER OF SELLER GROUP, AND SHALL DILIGENTLY CONTINUE SUCH REMEDIATION UNTIL REMEDIED. SELLER AGREES TO REMEDY SUCH DEFECTS OR NON-CONFORMANCE WITHIN THE SHORTEST TIME THAT IS REASONABLY PRACTICABLE AFTER BEING NOTIFIED, BUT IN NO EVENT LATER THAN THIRTY (30) CALENDAR DAYS. IF SELLER DOES NOT PROVIDE THE REMEDIAL SERVICE WORK CONSISTENT WITH THIS PROVISION, BUYER MAY CURE SUCH DEFECTS ITSELF OR THROUGH ANOTHER SELLER IN ANY MANNER THAT IT DETERMINES IN ITS REASONABLE DISCRETION. IN SUCH EVENT BUYER MAY, AT ITS OPTION, EITHER: (I) DEDUCT OR WITHHOLD THE COSTS INVOLVED IN THE CORRECTION OF SUCH DEFECTIVE OR NON-CONFORMING SERVICE WORK FROM AMOUNTS OTHERWISE DUE AND OWING BY BUYER TO SELLER OR (II) ACCEPT REIMBURSEMENT FROM SELLER NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DATE OF RECEIPT FROM BUYER OF AN INVOICE FOR THE AMOUNT OF SUCH COSTS. AS USED HEREIN, "SERVICE WARRANTY PERIOD" MEANS THE TIMEPERIOD BEGINNING ON THE DATE ANY MEMBER OF SELLER GROUP FIRST PERFORM ANY OF THE SERVICE WORK AT THE WORKSITE AND ENDING SIX (6) MONTHS AFTER THE DATE THE SELLER DEPARTS THE WORKSITE AND BUYER REPRESENTATIVE HAS ACKNOWLEDGED IN WRITING THAT THE SERVICE WORK HAS BEEN PROPERLY COMPLETED. FOR ANY DEFECTIVE OR NON-CONFORMING SERVICE WORK REMEDIED BY SELLER, THE SERVICE WARRANTY PERIOD FOR THE REMEDIATED PORTION OF THE SERVICE WORK SHALL BE SIX (6) MONTHS FROM THE DATE THE SELLER DEPARTS THE WORKSITE AND BUYER REPRESENTATIVE HAS EXECUTED AN ACKNOWLEDGEMENT THAT THE REMEDATION

HAS BEEN PROPERLY COMPLETED.

(h) SELLER ACKNOWLEDGES THAT THE FOREGOING WARRANTIES APPLY EQUALLY TO ANY SOFTWARE THAT IS IMBEDDED OR OTHERWISE INCORPORATED INTO AND SOLD AS AN INTEGRAL PART OF THE GOODS.

17. Indemnities.

(a) THE PARTIES AGREE THAT THE FOLLOWING INDEMNITIES SHALL APPLY: (i) SELLER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF PERSONAL OR BODILY INJURY, SICKNESS, DISEASE OR DEATH AND/OR PROPERTY DAMAGE, DESTRUCTION OR LOSS SUFFERED BY ANY MEMBER OF SELLER GROUP IN CONNECTION WITH AN ORDER. (ii) BUYER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF PERSONAL OR BODILY INJURY, SICKNESS, DISEASE OR DEATH AND/OR PROPERTY DAMAGE, DESTRUCTION OR LOSS SUFFERED BY ANY MEMBER OF BUYER GROUP IN CONNECTION WITH THE ORDER.

(b) SUBJECT TO SECTION 16(a)(ii) ABOVE, WITH REGARD TO THE PROVISION OF GOODS OR PERFORMANCE OF SERVICE WORK BY ANY MEMBER OF SELLER GROUP ARISING OUT OF OR IN CONNECTION WITH AN ORDER, SELLER SHALL HAVE SOLE RESPONSIBILITY AND LIABILITY FOR THE CONTROL, CLEAN-UP AND REMOVAL OF AND SHALL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF POLLUTION OR CONTAMINATION THAT RESULTS FROM SUDDEN AND/OR ACCIDENTAL SPILLS OF FUELS, LUBRICANT, MOTOR OILS, PIPE DOPE, PAINTS, SOLVENTS, BALLAST, BILGE, METALLIC OBJECTS AND/OR GARBAGE EMANATING FROM ANY EQUIPMENT IN THE SOLE POSSESSION AND CONTROL OF ANY MEMBER OF SELLER GROUP, REGARDLESS OF OWNERSHIP. SUBJECT TO ARTICLE 16(a)(1) ABOVE AND EXCEPT AS EXPRESSLY ASSUMED BY SELLER IN THE PRECEDING SENTENCE, BUYER SHALL HAVE SOLE RESPONSIBILITY AND LIABILITY WITH RESPECT TO THE RELEASE OF HYDROCARBONS, WELLBORE FLUIDS OR CHEMICALS AND SHALL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS SELLER GROUP FROM AND AGAINST ANY CLAIMS RESULTING FROM THE RELEASE OF SUCH HYDROCARBONS, WELLBORE FLUIDS OR CHEMICALS, EXCEPT TO THE EXTENT CAUSED BY (I) A DEFECT IN THE DESIGN OF GOODS PROVIDED BY ANY MEMBER OF SELLER GROUP, (II) A DEFECT IN THE MANUFACTURING OR ASSEMBLY BY ANY MEMBER OF SELLER GROUP RESPONSE AND REMOVAL, BY EITHER PARTY SHALL NOT BE AN ADMISSION OF ASSUMPTION OF LIABILITY BY THE INITIATING PARTY OR PARTIES.

(c) SELLER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS ALL MEMBERS OF BUYER GROUP, AND ANY OTHER PERSON OR ENTITY WHOSE USE COMES THROUGH BUYER GROUP, FROM AND AGAINST ANY AND ALL CLAIMS FOR THE ALLEGED OR ACTUAL INFRINGEMENT OF SUCH INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH BUYER'S PURCHASE OF THE GOODS OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH AN ORDER, INCLUDING WITHOUT LIMITATION, SELLER GROUP'S FURNISHING OR USE OF ANY TOOLS, EQUIPMENT OR PROCESSES TO PERFORM SERVICE WORK, EXCEPT WHERE THE INFRINGEMENT OR ALLEGED INFRINGEMENT IS BASED PRIMARILY ON: (i) THE USE OF GOODS NOT MANUFACTURED OR DESIGNED BY SELLER GROUP, (ii) THE USE OF GOODS MADE, IN WHOLE OR IN PART, TO THE BUYER'S DESIGN SPECIFICATIONS OR (iii) THE USE OF THE GOODS IN COMBINATION WITH OTHER MATERIALS OR APPARATUS OR USED IN THE PRACTICE OF PROCESSES NOT DESIGNED BY SELLER GROUP.

(d) NOTWITHSTANDING SECTION 16(a)(ii), BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM THE LOSS OF OR DAMAGE TO TOOLS, EQUIPMENT OR OTHER PROPERTY OF CONTRACTOR GROUP, INCLUDING RENTAL EQUIPMENT: (i) THAT OCCURS WHILE SUCH TOOLS, EQUIPMENT OR OTHER PROPERTY ARE IN THE SOLE POSSESSION, CUSTODY AND CONTROL OF BUYER GROUP OR (ii) THAT OCCURS WHILE SUCH TOOLS, EQUIPMENT OR OTHER PROPERTY ARE IN USE BELOW THE LEVEL OF THE ROTARY TABLE, BUT SPECIFICALLY EXCLUDING LOSS OR DAMAGE THAT OCCURS AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF ANY MEMBER OF SELLER GROUP OR DUE TO DEFECTIVE OR NON-COMPLIANT TOOLS, EQUIPMENT OR OTHER PROPERTY PROVIDED BY THE SELLER GROUP. TO THE EXTENT BUYER IS RESPONSIBLE FOR LOSS OR DAMAGE UNDER THIS SECTION 16(d), BUYER WILL, AT ITS OPTION: (A) REPLACE SUCH TOOLS OR EQUIPMENT WITH TOOLS OR EQUIPMENT THAT HAVE AN EQUAL OR GREATER REMAINING SERVICE LIFE AS THE RENTAL TOOLS, EQUIPMENT OR OTHER PROPERTY BEING REPLACED; (B) REIMBURSE SELLER FOR THE REPLACEMENT COST OF SUCH TOOLS, EQUIPMENT OR PROPERTY, PROVIDED THAT DRILL PIPE AND OTHER DOWN HOLE EQUIPMENT SHALL BE REPLACED AT DEPRECIATED VALUE, WITH DEPRECIATION FOR DRILL PIPE ACCRUING AT 1.5% PER MONTH AND OTHER DOWN HOLE EQUIPMENT AT 2.5% PER MONTH; OR (C) REIMBURSE SELLER FOR THE REASONABLE AND DIRECT COST TO REPAIR OR REMANUFACTURE SUCH TOOLS AND EQUIPMENT THAT ARE DAMAGED, EXCLUDING NORMAL WEAR-AND-TEAR, PROVIDED THAT BUYER SHALL ONLY BE OBLIGED TO REIMBURSE SELLER IF, BEFORE ANY REPAIRS ARE MADE TO DAMAGED TOOLS OR EQUIPMENT, WRITTEN APPROVAL FOR THE DIRECT COSTS TO EFFECT SUCH REPAIRS IS OBTAINED FROM BUYER.

(e) EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THE INDEMNITY OBLIGATIONS SHALL NOT BE LIMITED TO THE AMOUNT OF INSURANCE OF THE PARTIES.

(f) THE PARTIES SPECIFICALLY STIPULATE AND AGREE THAT THEY DESIRE THE RISK DISTRIBUTION AS ESTABLISHED IN THIS ARTICLE 16 AS IT APPLIES TO THE SICKNESS, PERSONAL OR BODILY INJURY OR DEATH OF PERSONS AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY AND THAT THE SPECIFIC RISK DISTRIBUTION SET FORTH IN THIS SECTION 17 IS AT THE INSISTENCE OF BOTH OF THE PARTIES.

(g) EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS SECTION 17, EACH PARTY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE GROUP FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY A THIRD PARTY (FOR THE PURPOSES OF THIS SECTION 17, "THIRD PARTY" SHALL MEAN ANY PARTY NOT INCLUDED IN THE DEFINITIONS OF BUYER GROUP OR

SELLER GROUP) ARISING OUT OF OR IN CONNECTION WITH AN ORDER, TO THE EXTENT THAT SUCH CLAIM RESULTS FROM NEGLIGENCE, FAULT OR BREACH OF DUTY (STATUTORY, CONTRACTUAL OR OTHERWISE), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY.

(h) THE TERMS, "INDEMNIFY, DEFEND, HOLD HARMLESS" AND OTHER SIMILAR TERMS USED IN THE PO TERMS AND CONDITIONS (MEXICO), IN EVERY INSTANCE THEY ARE USED IN THE PO TERMS AND CONDITIONS (MEXICO), MEAN THAT THE INDEMNIFYING PARTY IS REQUIRED TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE AND THAT, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE, THE PARTIES INTEND THAT SUCH INDEMNITY AND ASSUMPTION OF LIABILITY SHALL APPLY WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PARTY OR PARTIES AND ITS OR THEIR GROUPS, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT , ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

(i) For the purpose of the PO Terms and Conditions (Mexico):

"Buyer Group" shall mean, individually or in any combination: (i) Buyer and its contractors (other than Seller) and subcontractors of all tiers, and any entities (clients) for whom Buyer is performing work, (ii) its and their respective Affiliates, and (iii) the respective directors, officers, agents, representatives, employees, members, managers, servants, consultants, successors, permitted assigns, invitees and insurers of all of the foregoing, and (iv) any drilling unit or vessel which is connected with the goods or services that are being performed, including its legal and beneficial owners, but shall not include any member of the Seller Group.

"Claim(s)" shall mean all claims, demands, causes of action, suits, proceedings, fines, penalties, taxes, losses, judgments, liens, liabilities, defense and indemnity obligations, costs, damages (including exemplary and punitive damages), and/or expenses of any kind and character (including reasonable attorney's fees and other legal-related expenses, including attorney fees incurred in enforcing indemnities).

"Defend" shall mean the obligation of the indemnitor to defend the indemnitees at its sole expense. Notwithstanding the indemnitor's defense provided above the indemnitee reserves the right, at its option, to participate at its own expense, with attorneys of its choice, in the defense of any Claim without releasing the indemnitor from any of its indemnity obligations hereunder; provided, however, that the indemnitor shall have the exclusive control of the defense of any Claim and shall authority to settle any Claim insofar as, and to the extent that, such indemnitor is liable for the payment of same, except indemnitor may not make any admission against indemnitee's interest in connection with any settlement unless approved by indemnitee, which approval shall not be unreasonably refused or delayed. The participation by any indemnitee in a matter shall not be construed as an admission of liability on its part.

"Seller Group" shall mean, individually or in any combination: (i) Seller and its subcontractors of all tiers, (ii) its and their respective Affiliates, and (iii) the respective directors, officers, agents, representatives, employees, members, managers, servants, successors, permitted assigns, invitees and insurers of all of the foregoing, but shall not include any member of the Buyer Group.

(j) Waiver of Consequential Damages. Each Party releases the other Party from any liability and waive any right to recover any Consequential Damages it incurs in connection with or arising out of the PO Terms and Conditions (Mexico) and each Party will also defend, indemnify and hold harmless the other Party and any member of the other Party's Group from any Consequential Damages incurred by such Party's Group, regardless of cause or fault, as described in Section 17(h) above. The foregoing waiver of Consequential Damages will not limit the indemnity obligations under the PO Terms and Conditions (Mexico) with respect to Claims asserted by third parties for which one party has agreed to indemnify the other party arising under or in connection with the PO Terms and Conditions (Mexico). The Parties agree that liquidated damages shall not be deemed Consequential Damages.

(k) For the purpose of this Section 17, it is understood that it is in the best interests of the Parties that certain risks of the enterprise in which they are engaged should be identified and allocated as between them. Accordingly, the release, defense and indemnity provisions set forth in this Section 17 shall be liberally construed to effectuate that intent, and there shall be no strict construction against such provisions.

18. Default and Remedies. Seller understands and agrees that its failure to comply with any one or more of the provisions of an Order shall render Seller, at the sole option of Buyer, in default under an Order. In addition to all of the rights and remedies provided by law or equity, and as provided elsewhere herein, Buyer hereby reserves the right to terminate all or any portion of an Order upon default by Seller of any provision of an Order.

19. Performance Bond. If requested by Buyer at any time during Seller's performance of an Order, Seller shall furnish a performance bond or a performance and payment bond in the amount of the purchase price for such Order, as it may be fixed or estimated by Buyer, with such sureties as Buyer may approve.

20. No Liens. Seller shall produce evidence satisfactory to Buyer that no liens have arisen or will arise as a prerequisite to any payments due under an Order. In the event a lien is filed or asserted, Buyer in addition to all other remedies at law and elsewhere herein may (a) withhold from any payments due or to become due to Seller until such lien is released or discharged or bonded by Seller a sum equal to the amount determined by Buyer to be required to secure the release or discharge of such lien, which amount shall include the estimated amount of all expenses which might be incurred therewith; or (b) secure the removal of such lien, in which event Buyer shall be reimbursed for its cost in securing such discharge or release (which cost shall include any expenses incurred in connection therewith) by deducting such sum from any payment due or to become due to Seller under an Order. In the event such

cost is in excess of the amount of any of such reimbursement by deductions, Seller agrees to pay the amount of such excess to Buyer upon demand.

21. Assignments. Seller may not assign any of its rights or delegate any of its duties under an Order without the prior written consent of Buyer, except to a Seller Affiliate.

22. Labor and Independent Contractor. Seller is an independent contractor with respect to its performance of an Order and no member of Seller Group shall be deemed an agent, representative, employee or servant of Buyer. Seller shall have complete and sole control over its employees, representatives, agents (including those of any member of Seller's Group), the details of the performance of an Order, and the methods by which performance of an Order is accomplished. Seller Group, in fulfilling its obligations under these PO Terms and Conditions (Mexico), shall not, and warrants and represents that it does not, employ or engage any person whose employment or engagement violates any labor, employment or other applicable laws. Seller Group shall not accept any fees nor withhold any personal or employment related documents from any person employed by Seller Group in provision of goods under these or otherwise. Seller shall not employ or engage any person who is a minor in violation of the minimum working age law in the country in which the goods are provided under these PO Terms and Conditions (Mexico).

23. Insurance. Seller agrees to carry (and to ensure its subcontractors carry), at its sole expense, Commercial General Liability Insurance, including Contractual Liability Insurance, Products Liability/Completed Operations Insurance, covering all operations and work hereunder in the amount of not less than $1,000,000 each occurrence/$2,000,000 aggregate combined single limit for bodily injury and property damage liability for all liability arising out of the injury to or death of one or more persons in any one occurrence, or destruction of property in any one occurrence. Such insurance shall include Buyer Group as an additional insured with respect to all operations and work hereunder and such insurance shall provide that it applies separately to each insured against whom claim is made or suit is brought. Such insurance shall contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice to Buyer of any cancellation or material change. Seller also agrees to carry, at its sole expense, Automobile Liability Insurance including hired and non-ownership liability insurance in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage liability. Such insurance shall include Buyer Group as an additional insured, contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice to Buyer of any cancellation or material change. No policies of insurance secured by Seller as required pursuant to this Agreement may contain any provisions which incorporate any limitations which may exist in any extrinsic documents and Company Group shall be afforded insurance coverage up to the full amount secured by Seller.

24. Confidentiality. All plan, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived therefrom or otherwise communicated to Seller shall be regarded by Seller as strictly confidential, to be used exclusively by Seller for performance of an Order, and shall not be disclosed to any third party or made use of by Seller except in connection with the performance of an Order. Further, all of such information shall be returned to Buyer on demand, with no copies being retained by Seller. If the Seller is not a public entity that is required by applicable securities regulation to publish quarterly and annual financial statements, the Seller shall provide Buyer within five (5) business days of Buyer's request with the latest fiscal quarter and fiscal year financial statements of Seller. Buyer shall hold such financial statements in confidence.

25. Governing Law. For purposes of this Article 25, the term "originates" shall mean the principal place of business of the entity defined as Buyer on the face of an Order.

(a) IN THE EVENT AN ORDER ORIGINATES IN MEXICO AND THE SELLER HAS ITS PRINCIPAL PLACE OF BUSINESS IN MEXICO, ANY AND ALL DISPUTES ARISING IN CONNECTION WITH THE INTERPRETATION, CONSTRUCTION AND ENFORCEMENT OF AN ORDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF MEXICO, EXCLUDING ITS CONFLICT-OF-LAWS PROVISIONS.

(b) IN THE EVENT AN ORDER ORIGINATES IN MEXICO AND THE SELLER HAS ITS PRINCIPAL PLACE OF BUSINESS OUTSIDE MEXICO, ANY AND ALL DISPUTES ARISING IN CONNECTION WITH THE INTERPRETATION, CONSTRUCTION AND ENFORCEMENT OF AN ORDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES. ANY DISPUTE ARISING OUT OF THE CONSTRUCTION, INTERPRETATOIN OR ENFORCEMENT OF THE PO TERMS AND CONDITIONS (MEXICO) SHALL BE RSOLVED BY FINAL AND BINDING ARBITRATION PURSUANT TO THE RULES OF ARBITRATION OF THE LONDON COURT OF INTERNATIONAL ARBITRATION, BEFORE THREE (3) ARBITRATORS, WITH SUCH ARBITRAL PROCEEDINGS TO BE HELD IN LONDON AND CONDUCTED IN THE ENGLISH LANGUAGE.

26. Environmental, Chemical, Human Rights and Sustainability Disclosure. Upon request, Seller shall provide information on the environmental, chemical composition, human rights, and sustainability metrics associated with the goods under the Order, subject to reasonable protection of Seller's confidential business information. This includes, but is not limited to, the Seller's environmental compliance and any environmental impacts with the manufacturing of the goods; the chemical composition of the goods, test data and safe use and hazard information; the Seller's compliance with and any breaches of Laws relating to the protection of human rights and the prohibition of modern slavery; the direct and indirect carbon footprint and emissions associated with the goods; and any other sustainability metrics that are required by the Buyer to comply with applicable sustainability Laws.

27. Supplier Code of Conduct, Anti-Corruption and Trade Compliance. Seller hereby acknowledges receipt of Buyer's Supplier Commitment to Integrity & Code of Conduct (https://www.tdw.com/sustainability/governance/supply-chain-management/) ("Supplier Code) and Buyer's Code of Business Conduct & Ethics (the "Code") and agrees that Seller shall conduct its business in accordance with the Supplier Code and the Code or in accordance with its own code of conduct, which is substantially in accordance with the Supplier Code and Code.

(a) The following definitions shall be used in this Article 27.0:

"**Associated Person**" means to any person who performs services for or on behalf of the Seller, or any member of the Seller Group, such as an employee, agent, joint-venture or subsidiary, where such services provided by such person include interfacing with Government Officials;

"**Bribe**", "**Bribed**" or "**Bribery**" means (i) any payment, gift, benefit or advantage of any kind, including entertainment, travel expenses, political or charitable contributions, or services which is offered, promised, given, authorized, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions, including facilitation payments and/or (ii) anything that would amount to an offence under the Legislation;

"**Government Official**" includes, without limitation, any official, officer, employee, or representative of any government department, agency or instrumentality (including any government-owned or controlled commercial enterprise, such as a government-controlled oil company) or any outside consultancy group engaged thereby, or any official of a public international organization or political party, or candidate for political office; and

"**Legislation**" means any laws, statues, regulations, codes and other legally binding measures relating to bribery, corruption or similar activities of (i) the U.K., including without limitation the Bribery Act 2010; (ii) the U.S., including, to the extent applicable to either Party, the Foreign Corrupt Practices Act 1977; and (iii) any country or countries in which the Services are performed or provided.

(b) The Seller hereby represents and warrants that in connection with the Order: (i) it has complied and shall comply with all Legislation; that, neither it, the members of the Seller Group or any Associated Person, has Bribed or will Bribe any person (including any Government Official) nor has it or will it engage in or support any occurrence of Bribery or other corrupt practices, in connection with the PO Terms and Conditions (Mexico); (ii) it has received the Code and shall conduct its business in accordance with such Code or in accordance with its own code of conduct, which is substantially in accordance with the Code; (iii) at all times it shall have and maintain, and shall ensure that members of the Seller Group providing goods or services under the PO Terms and Conditions (Mexico), has and maintains, adequate procedures designed to prevent it and such members of the Seller Group from engaging in any activity which would constitute a breach or an offence under the Legislation; (iv) it will not do, or omit to do, any act which would cause any member of the Buyer Group or the Seller Group to be in violation of the terms of this Article 27.0 or the Legislation; and (v) no member of the Seller Group or any Association Person is a Government Official, except as fully disclosed to the Buyer in writing.

(c) Seller shall immediately notify the Buyer: (i) upon becoming aware of, or suspecting, any failure of any member of the Seller Group to comply with any provision of this Article 27.0; (ii) upon becoming aware of, or suspecting, any Bribe by or on behalf of any person relating to the PO Terms and Conditions (Mexico) or any goods or services provided hereunder; (iii) if a Government Official becomes a member of the Seller Group; or (iv) if at any point the Seller is unable to repeat the warranties in Article 27.2.

(d) Record Keeping and Audit. (i) The Seller shall, and shall ensure that the member of the Seller Group providing goods or services under the PO Terms and Conditions (Mexico), keep books, accounts and records that, in reasonable detail, accurately and fairly reflect the nature of the underlying transactions and disposition of funds paid under or in connection therewith. (ii) If requested by Buyer, the Seller shall complete an annual certification attesting that neither the Seller, nor any of member of the Seller Group providing good or services under the PO Terms and Conditions (Mexico) (based on a supporting certification), has committed any act in violation of the terms of this Article 27.0 or the Legislation. (iii) During the pendency of the PO Terms and Conditions (Mexico) and for a period of five (5) years thereafter, the Buyer and its duly authorized representatives will have the right of access to, and the right of audit of, the books, payrolls, and records maintained by the Seller and each Associated Person relating to the goods or services provided in order to verify compliance by the Seller and member of the Seller Group with their respective duties and obligations under this Article 27.0. The Buyer may elect to designate a third-party to conduct such an audit. Moreover, the Buyer may, with reasonable notice, inspect the Seller's premises, and the Seller shall procure that the Buyer may inspect the premises of each member of the Seller Group providing goods or services under the PO Terms and Conditions (Mexico). The Seller shall, and shall ensure that each member of the Seller Group providing goods or services under the PO Terms and Conditions (Mexico), fully cooperate in any due diligence or audit conducted by or on behalf of the Buyer.

(e) Suspension and Termination. Breach of any provision of this Article 27.0 shall be deemed a material breach of the PO Terms and Conditions (Mexico). Notwithstanding any other provision herein, if the Buyer has a reasonable basis to believe that the Seller or any of its Associated Persons are not in compliance with the terms of this Article 27.0, the Buyer shall have the right, exercisable in its sole discretion: (i) to suspend immediately the provision of any goods or services and payments under any Order; and/or (ii) to terminate immediately any Order and/or the PO Terms and Conditions (Mexico), such termination to eliminate in all respects the Buyer's obligation to pay any amounts otherwise due or that would become due under any Order and/or the PO Terms and Conditions (Mexico), and any costs or expenses of the Buyer resulting from such early termination shall be paid by the Seller to the Buyer.

(f) Indemnity. Seller shall indemnify and hold Buyer Group harmless from and against any and all Claims arising out of or incurred as a result of a breach by any member of the Seller Group providing goods or services under the PO Terms and Conditions (Mexico), of any of its obligations under this Article 27.0.

(g) Seller shall ensure that any agreement it enters into with a subcontractor will bind such subcontractor to substantially the same terms as contained in Article 27.0 and that shall specifically provide that the Buyer shall be a third party beneficiary of and entitled to enforce such terms directly against the subcontractor.

(h) Gifts. (i) Subject to Article 27(h)(ii) below, Seller shall not offer to Buyer's employees or any member of their immediate family any gifts, payments, extravagant entertainment, services, or loans in any form and warrants that it has not done so in anticipation of or in connection with the soliciting of business, including the PO Terms and Conditions (Mexico) or any other contract with any member of the Buyer Group. Seller shall not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any director, officer, employee, agent or representative of any member of the Buyer Group. (ii) Gifts of nominal value (not to exceed US$100 in value and not in cash or cash equivalent) and entertainment, meals, and social invitations that are customary and proper under the circumstances (not to exceed US$250 in value) and which do not place or

are given under circumstances that do not have the appearance of placing the recipient under obligation are acceptable. However, if any director, officer employee, agent or representative of any member of the Buyer Group should solicit a gift or gratuity from any member of Seller Group (of any value), Seller hereby agrees to immediately notify an officer of Buyer of such solicitation. (iii) It is further understood that failure by Seller to comply with Buyer's policies regarding gifts and gratuities may, at Buyer's option, result in the termination of an Order, suspension of any Orders and payments therefor and may further preclude any future dealings between the Parties. Seller shall include a similar provision in its subcontracts.

28. Intellectual Property, Drawings, Reports and Confidentiality. Except as expressly provided otherwise in this Article 28.0, all intellectual property rights in and covering the goods or portions thereof prepared or developed by Seller hereunder, shall remain the property of Seller. Seller hereby grants to Buyer a non-exclusive, non-transferable, irrevocable, worldwide, royalty free right under such intellectual property rights to the extent necessary to utilize the goods delivered or Service Work performed by Seller under an Order issued pursuant hereto, alone or in combination with any other products and services. Buyer and Seller agree as follows:

(a) Buyer reserves the right to incorporate any proprietary intellectual property technology that it owns or has the right to utilize into any goods provided by Seller, and Seller acknowledges that Buyer has all intellectual property rights to all such intellectual property technology, know-how and proprietary information (the "Buyer Intellectual Property"). While engaged in the provision of goods in connection with an Order, Seller Group may develop, conceive, create or otherwise be involved with certain inventions, improvements, designs, specifications, plans, drawings or other ideas directly linked to the provision of the goods, including the design of equipment and/or components incorporating Buyer Intellectual Property (collectively the "Buyer Intellectual Property Rights"). Seller, for and on behalf of itself and each member of the Seller Group, agrees that all Buyer Intellectual Property Rights related to the Buyer Intellectual Property that the Seller Group may develop while engaged in performing under any Order pursuant hereto that (i) result from or relate in any way to any provision of goods under an Order, or (ii) are developed, created or conceived utilizing the Buyer's processes, techniques, know-how, research, data, designs, drawings, specifications, diagrams, financial and engineering data, marketing plans, trade secrets, social media, URL's and other technical and business information belonging to the Buyer (or which the Buyer has the right to utilize alone or in combination with any other goods) or developed during the performance of an Order, whether or not reduced to writing and whether or not patentable or protectable by copyright (collectively, the "Buyer IP Confidential Information") (in whole or in part, either alone or jointly with others) shall be the sole property of the Buyer, and the Buyer shall be the sole owner of all patents, copyrights, trademarks and other proprietary rights and registrations in connection therewith. Seller, for and on behalf of itself and each member of Seller Group, acknowledges that all original works of authorship related to the Buyer Intellectual Property that are made by it (solely or jointly with others) within the scope of and during the performance under an Order shall be considered "works made for hire" under applicable intellectual property law, to the fullest extent possible. To perfect the Buyer's ownership of such Buyer Intellectual Property Rights related to the Buyer Intellectual Property, Seller hereby assigns (and will cause each member of the Seller Group to assign) to the Buyer any rights that it may have or acquire in such Buyer Intellectual Property Rights, including the right to modify such Buyer Intellectual Property Rights, and shall otherwise waive and/or release all rights of restraint and moral rights in the Buyer Intellectual Property Rights. As to all such Buyer Intellectual Property Rights, Seller further agrees, for and on behalf of itself and each member of the Seller Group, to assist the Buyer in every proper way (but at the Buyer's expense), from time to time, to obtain and enforce patents, copyrights, trademarks or other proprietary rights in such Buyer Intellectual Property Rights in any and all countries, and Seller will execute (and shall cause each member of the Seller Group to execute) all documents for use in applying for and obtaining such rights and enforcing them as the Buyer may desire, together with any assignments of them to the Buyer or persons designated by it. If the Buyer is unable, after undertaking all reasonable efforts, for any reason whatsoever to secure Seller's and/or the signature of each member of the Seller Group (as the case may be) to any lawful and necessary document required to apply for or execute any application with respect to such Buyer Intellectual Property Rights (including renewals, extensions, divisions or continuations in whole or in part thereof), Seller hereby irrevocably designates and appoints (and shall cause each member of the Seller Group to so designate and appoint) the Buyer and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and in its behalf and to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks or other rights therein, with the same legal force and effect as if executed by the Seller and/or each member of the Seller Group.

(b) Seller agrees to inform (and cause each member of the Seller Group to inform) the Buyer promptly of any Buyer Intellectual Property Rights that it/they has/have developed and/or may develop, conceive or create that (i) result from or relate in any way to performance under an Order for the Buyer, or (ii) are developed, created or conceived utilizing the Buyer IP Confidential Information.

(c) Seller agrees, for and on behalf of itself and each member of the Seller Group, to keep and maintain adequate and current written records of all Buyer Intellectual Property Rights related to the Buyer Intellectual Property and/or utilizing Buyer IP Confidential Information that it/they may develop (solely or jointly with others) during the term of any Order. The records may be in the form of notes, sketches, drawings and any other format that may be specified by the Buyer. The records will be available to and remain the sole property of the Buyer at all times.

(d) If Seller's performance under an Order is provided/performed according to drawings, models or other instructions (in the broadest sense of the word), Seller warrants that no trademark, patent, copyright or any other right of third parties will be infringed thereby, and Seller shall indemnify and hold harmless Buyer from and against any Claims by third parties in connection therewith.

(e) Seller acknowledges that it may have access, during the course of the performance of an Order, to certain confidential and proprietary information of the Buyer, including, but not limited to, the Buyer IP Confidential Information (collectively "Buyer Confidential Information") For purposes hereof, Buyer Confidential Information shall not include information that the Seller can prove: (i) is generally available to the public in printed publications before the time of disclosure by the Buyer to Seller; (ii) becomes generally available to the public in printed publications without default by Seller; (iii) is lawfully in the possession of the Seller in written or other recorded form before the time of disclosure by the Buyer; (iv) is required to be disclosed due to court order, request from a governmental, regulatory or supervisory body or by operation of law, provided that the disclosing party is given as much advance notice of the possibility of such disclosure as practical and as is legally permissible, so

the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or (v) Seller acknowledges, for and on behalf of itself and each member of the Seller Group, that all such Buyer Confidential Information has been disclosed to Seller and/or each member of the Seller Group in strict confidence and that maintenance of the confidentiality of such Buyer Confidential Information is extremely important. Seller, for and on behalf of itself, its parent, subsidiaries and each member of the Seller Group, agrees not to use, disclose, disseminate or otherwise make available to any third party, either directly or indirectly, any Buyer Confidential Information at any time or in any manner, both (A) for a period of five (5) years following any Order issued pursuant hereto, and only then (B) as expressly authorized in writing by the Buyer. Seller agrees to take (and cause each member of the Seller Group to take) all reasonable precautions to prevent inadvertent or unauthorized use, dissemination or disclosure of Buyer Confidential Information. All documents, records, designs, drawings and other materials containing Buyer Confidential Information furnished to Seller or any member of the Seller Group or produced by Seller or others (including any member of the Seller Group) in connection with the performance of an Order will be and remain the sole property of the Buyer and will be returned to the Buyer immediately upon conclusion of the services. Seller's obligations (for which Seller shall be responsible for breach by any member of Seller Group) under this provision shall survive the return of any such Buyer Confidential Information.

(f) Until ten (10) years after any Order, Seller shall hold, and shall ensure that each member of the Seller Group hold, in confidence the Buyer Confidential Information and Seller shall not, and shall ensure that each member of the Seller Group shall not, without the prior written consent of the Buyer, disclose such information to any person other than its employees having a need to know.

(g) If applicable to the services performed and/or goods provided by the Seller, Seller shall submit to Buyer copies of all drawings required for the services and goods, including drawings for Seller engineered equipment. Buyer and/or its designated representative may review, comment on and approve such drawings; however, such Buyer review, comment or approval shall not relieve Seller from the responsibility for changes or deviations not specifically called to Buyer's attention in writing, nor for errors in the drawings or design defects. For standard manufactured equipment provided by Seller, Seller shall submit to Buyer a copy of manufacturer's specification sheets, showing illustrated cuts of the item(s) to be provided, spare parts lists, operating instructions, lubricating instructions, scale, details, sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls and all other pertinent information.

(h) To the extent an Order is primarily for software, but excluding software that is incorporated as part of goods, Buyer and Seller shall enter into a Software License and Maintenance Agreement in connection with the applicable Order and such agreement shall be incorporated herein by reference.

29. Quality Assurance and Audit Rights. Seller shall have implemented and documented system for quality assurance (e.g. ISO 9001:2015), for the environmental protection (e.g. ISO14001:2015) and for health and safety (e.g. OHSAS18001:2015), or equivalent, unless otherwise accepted by Buyer. Seller shall verify that any Subcontractor to the Order has an implemented and documented quality assurance system. Without prejudice to the audit rights in Article 27, Seller agrees to maintain such books and records relating to the provision of the goods under these PO Terms and Conditions (Mexico) for a period of five (5) years from the date of such provision of goods (including all costs incurred in connection therewith) and to make such books and records available to Buyer at any time or times for a period of two (2) years from and after the date of delivery of such goods. This right shall include the right to audit Seller's books and records relating to all cost-plus invoices issued pursuant to any Order and the compliance with the provisions of any Order. Seller agrees to cooperate with Buyer and Buyer's clients in connection with any such audit. Buyer or Buyer's clients have the right to examine all relevant documents, records, equipment, materials and goods in the possession or under the control of Seller related to any of Seller's obligations under any Order. If Seller is found out of compliance with regard to effective pricing terms as incorporated into the respective Orders, Seller will issue credits to Company where necessary to ensure compliance with the agreed pricing. The Seller shall obtain similar rights of audit from its relevant subcontractors to those set out above and shall ensure these rights extend to the Buyer for all goods provided under these PO Terms and Conditions (Mexico).

30. Severability. If any term or provision of the PO Terms and Conditions (Mexico) or of an Order, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect, Buyer and Seller intend for any court or arbitrator construing the PO Terms and Conditions (Mexico) or an Order to modify or limit such provision temporally, spatially or otherwise so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored, and the remainder of the PO Terms and Conditions (Mexico) and an Order, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of the PO Terms and Conditions (Mexico) and an Order shall be valid and enforced to the fullest extent permitted by law.

31. Notices. All communications pursuant to an Order shall be in writing and shall be personally delivered, mailed, faxed or emailed. Notice shall be deemed effective upon receipt.

32. Complete Agreement. The provisions of an Order and the PO Terms and Conditions (Mexico) are intended as a complete, exclusive and final expression of the Parties' agreement with respect to the subject matter herein and therein, and unless otherwise expressly agreed in writing between the Parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the Parties.

33. Affiliates. Any Affiliate of Buyer or Seller may be a Party to the Order. In such a case, all references to Buyer or Seller or Party or Parties in the Order shall be deemed to refer to the relevant Affiliate(s). If any Affiliate is a Party to the Order: (i) shall be deemed a separate contract between such Affiliate and the Buyer, Seller, or Affiliate, as appropriate, and (ii) shall be an independent contractual obligation from any other Orders. By accepting an Order from an Affiliate, Buyer or Seller, as appropriate, agrees that the other is released and hereby does release such Party from any obligations including payment obligations, and liability of every kind and character hereunder to such Party for the Work performed under the Order, whether based in contract, tort (including, without limitation, negligence of every kind and strict liability), or property, or arising under common law or statutory law, at equity or any other theory of legal liability. Buyer or Seller, as appropriate, shall assert any and every Claim arising under the Order solely and exclusively against such Affiliate and not against the Buyer, Seller, or other Affiliates or their respective officers, directors, employees or agents, individually or collectively. If more than one Affiliate provides work pursuant to the Order, each such Affiliate shall be jointly and severally liable for its

obligations under the Order.

34. Data Privacy and Data Security. Seller shall (a) comply with all applicable data privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing and transmission or disclosure of Buyer's Confidential Information, including but not limited to those promulgated by individual states, provinces and jurisdictions and the EU General Data Protection Regulation 2016/679 as updated from time to time and all applicable Laws of the Parties; (b) comply with all relevant Buyer policies concerning data privacy and data protection; (c) execute appropriate data transfer or processing agreements with Buyer in any form that Buyer or its customers are required by applicable laws to execute with service providers or to flow down to subcontractors; (d) establish and maintain technical and physical safeguards, including security hardware and software, as well as internal policies and procedures that protect the security of Seller's network, systems and operations and any of Buyer's Confidential Information that Seller collects, accesses or processes in connection with the Order against unauthorized or unlawful use, access, disclosure, processing or alteration; (e) establish encryption requirements for the transmission of any Buyer's Confidential Information; (f) notify Buyer immediately and without undue delay of Seller becoming aware of a security breach or vulnerability that has or may affect Buyer or Buyer's Confidential Information; and (g) provide Buyer with sufficient information to enable Buyer to meet any of its obligations to report or inform relevant subjects of the security breach or vulnerability, including, without limitation (i) the nature of the security breach; the categories and amount of Buyer Confidential Information affected by the security breach; (iii) the likely consequences of the security breach, and (iv) the measure taken or proposed to be taken to address the security breach. Without limiting any other provisions herein, Seller shall be responsible for all reasonable and necessary data incident notifications, including but not limited to the above notification requirement, forensics, credit protection services, and other data mitigation services resulting from a data incident. Seller's safeguards shall at all times include a disaster recovery plan, cybersecurity plan and business continuity plan that includes measures that will ensure the maintenance and recovery of Buyer's Confidential Information. Seller shall defend, indemnify and hold Buyer harmless from and against all losses arising out of or in connection with any data security breach or loss of data caused by Seller's failure to comply with this Section 34.

35. Force Majeure. Neither Party shall be liable for any delay under the Order to the extent such delay is directly and solely attributable to an event of Force Majeure. For the purposes of this Order, "Force Majeure" shall mean an event (a) preventing a Party from performing its obligations under the Order, (b) that is outside of the affected Party's control, (c) that could not have been foreseen at the time of the Order, (d) is not the result of the actions or negligence of the affected Party, and (e) whose effects cannot be avoided despite the affected Party taking all reasonable steps to mitigate and ameliorate the effects of such event. So long as conditions (a) to (e) are satisfied, such Force Majeure event shall include, without limitation, any act of God, act or omission of a governmental authority or administrative body, fire, nationwide/statewide strike or labor dispute, war, terrorism, epidemic or pandemic. For the avoidance of doubt, Force Majeure shall not include: (i) market condition or fluctuation or business downturn; (ii) financial distress; (iii) insufficient funds; (iv) shortage of labor, materials, equipment or other resources; or (v) strike or labor dispute not occurring at a nationwide/statewide level. The Party claiming Force Majeure shall promptly notify the other Party of the details of the circumstances of the Force Majeure event and cessation of such circumstances, and the delivery or performance date shall be extended solely to the extent and duration of the delay caused by such Force Majeure. The delivery or performance date shall not be extended pursuant to this Section 35 to the extent that delivery or performance was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. In the event Buyer is issued a Force Majeure notice or suspension notice of any kind by Buyer's end user, Buyer will be entitled to treat such notice as a Force Majeure event hereunder and may suspend Seller's performance under the Order without liability, and if Buyer's performance is suspended by such Force Majeure event for longer than 60 days, Buyer may terminate the Order without liability. In no event shall Seller be entitled to any price adjustment or other financial relief or cost recovery under this Order as a result of Force Majeure, including without limitation any cost recovery claims. For the avoidance of doubt, Seller's sole remedy hereunder is the extension of time for the duration of the delay to the extent solely and directly caused by Force Majeure. In the event of curtailment of deliveries compelling Seller to allocate production and deliveries of goods or services hereunder, Seller shall make such allocation in a manner that provides Buyer at least the same percentage of Seller's total output of goods or services that Buyer purchased on average in the twelve (12) months immediately preceding the Force Majeure event. Seller shall have no right to place Buyer on allocation for any reason other than as set forth in, and in accordance with, the terms of this Section 35.