



TERMS AND CONDITIONS OF SALE, SERVICE AND RENTAL

**THESE TERMS AND CONDITIONS CONTAINS WARRANTY DISCLAIMERS AND RELEASE AND INDEMNITY PROVISIONS
WHICH ABSOLVE WEATHERFORD FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE.
PLEASE READ THEM CAREFULLY.**

Definitions. In addition to terms defined elsewhere in these Terms and Conditions, the following terms shall have the following meanings, unless the context otherwise requires:

"Affiliate" or "Affiliates" means (in relation to either Party) any Person directly or indirectly controlled by, controlling, or under common control with that Party, including any of the foregoing which becomes an Affiliate after the date of an Order. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"controlled"** have correlative meanings.

"Applicable Law" means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, provincial, or local government, or any agency or executive or administrative body of any of the foregoing, in each case that govern or pertain, as of the date of the applicable Order, to (i) the Parties' respective obligations under any Order; (ii) Weatherford's performance and/or Customer's use of Work; and/or (iii) the health, safety and welfare of individuals working at or visiting any Work Site.

"Claim(s)" means all claims (including those for property damage, environmental damage, personal injury, illness, disease, maintenance, cure, loss of consortium, loss of support, or death), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines and/or penalties, causes of action of any kind (including actions *in rem* or *in personam*), obligations, costs, judgments, interest and awards (including payment of reasonable attorneys' fees and costs of litigation), of any kind or character, whether under judicial proceedings, administrative proceedings or otherwise, arising out of, or in any way relating to Weatherford's performance of Work under any Order, and expressly including any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns.

"Customer" means any Person for whom Weatherford performs Work pursuant to Orders.

"Customer Group" means and includes, individually or in any combination, Customer and each of Customers Affiliates, clients (including any of its or their co-working, non-working, operating and any other interest owner), and their respective officers, directors, employees, contractors (except for members of Weatherford Group), subcontractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

"Force Majeure" means any act or event that renders it wholly or partially impossible for the affected Party to perform its obligations under any Order or delays such affected Party's ability to do so, when such act or event (i) is beyond the reasonable control of the affected Party, (ii) is not due to the fault or negligence of the affected Party, and (iii) could not have been avoided by the affected Party by the exercise of reasonable diligence.

"Indemnify" or "Indemnification" means release, indemnify, defend and hold harmless.

"Intellectual Property" means all of a Party's copyrights, patents, trade secrets, embedded or standalone software or firmware or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed or created by the Party, and expressly includes, as to Weatherford, any of the foregoing used or included in any Products, Services, Rental Equipment or Weatherford Tools.

"Order(s)" means the transactions between Weatherford and Customer for the performance of Work.

"Person" means any legal or governmental entity, and any natural person.

"Price Book" means the current Weatherford price book, price list, or rate sheet applicable to the Work covered by an Order.

"Product(s)" means any goods, equipment, materials, or other tangible items purchased by Customer from Weatherford pursuant to an Order. The term Products does not mean or include (i) computer programs or software employed by Weatherford in performing Services or made available to Customer in connection with the Services, or (ii) proprietary computer program(s) or software of Weatherford, Customer's purchase or licensed use of which shall be subject to the terms of a separate license agreement between the Parties.

"Rental Equipment" means any non-Weatherford operated tool(s), equipment, machinery or other device(s) leased or rented to Customer and includes any training provided by Weatherford with respect to the installation, use and/or operation thereof, as specified in an Order.

“Service(s)” means the work and services furnished by Weatherford to Customer pursuant to an Order. The term Services does not mean or include Products or Rental Equipment. The term Services also does not mean or include any deployment, installation, integration, hosting, monitoring, or other services provided by Weatherford in connection with the sale or licensing to Customer of any computer program(s) or software, all of which shall be subject to and governed by the terms of a separate software license, software hosting, or other agreement entered into between the Parties.

“Terms and Conditions” means these Terms and Conditions of Sale, Service and Rental.

“Third Party” means any Person other than Customer Group or Weatherford Group.

“Ultra-hazardous Work” means the performance of Services exposing Weatherford’s personnel and/or equipment to extreme well pressures, temperatures or other conditions not reasonably anticipated at the time the applicable Order was entered into, or the performance of Services at any Work Site in an area or location subject to war, civil unrest or political conflict, or where conditions would otherwise unreasonably jeopardizes the health or safety of Weatherford’s personnel and/or equipment.

“Weatherford” means and includes Weatherford International, LLC and each of its Affiliates from time-to-time providing Work to or on behalf of Customer and identified as “Weatherford” in the Order pertaining to such Work.

“Weatherford Facility” means the Weatherford manufacturing plant, stocking point or other location at or from which any Products or Rental Equipment are delivered to Customer, as specified in Orders.

“Weatherford Group” means and includes, individually or in any combination, Weatherford and its Affiliates and each of their respective officers, directors, employees, contractors, subcontractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

“Weatherford Tools” means tools or equipment used or employed by Weatherford in performing Services. The term Weatherford Tools does not mean or include Rental Equipment.

“Work” means Services rendered, Products sold, and/or Rental Equipment provided by Weatherford to Customer pursuant to Orders. As a result, terms such as “perform Work,” “performance of the Work” or “Work performed” shall mean and include Weatherford’s performance of Services, sale and delivery of Products, and/or furnishing of Rental Equipment to or for Customer.

“Work Site” means the facility, site or location specified in an Order at which Weatherford is to perform Services or to which it is to deliver Products or furnish Rental Equipment.

General Terms. As used in these Terms and Conditions, unless expressly stated otherwise, references to (a) “includes” or “including” means “including, without limitation” or “including, but not limited to”; (b) “and/or” means “either or both”; (c) “or” means “either” and (d) a “party” or “Party” mean Customer or Weatherford and to the “parties” or “Parties” mean Customer and Weatherford. Unless otherwise specified, all references in these Terms and Conditions to Articles or Sections are deemed references to the corresponding Articles or Sections in these Terms and Conditions.

GENERAL TERMS AND CONDITIONS

1. ORDERS; CHANGE ORDERS; CREDIT; PAYMENT; TAXES

- 1.1 **Orders.** From time to time, at the request of Customer, Weatherford shall perform Work for Customer as specified in Orders. The Parties are free to issue/accept Orders in any written form, including purchase orders, work orders, statements of work, emails or other written communication between the Parties, regardless of format, or via oral Orders, but, unless the Parties have entered into a separate, written, master services agreement, supply agreement, equipment rental agreement, or other contract which governs the Work, (a) each Order shall be subject to these Terms and Conditions, which shall control and govern all transactions between the Parties with respect to Work performed by Weatherford, whether or not these Terms and Conditions are referred to in the Order; (b) no other, additional or different terms and conditions in any written or oral communication with respect to a transaction for Work (including the terms and conditions in any Customer request for proposal, request for quote, request for bid, purchase order, or similar document) shall vary or amend these Terms and Conditions; and (c) Orders submitted by Customer orally or via email shall be followed by a purchase order or other written confirmation of the Order within seven (7) days from the date of the oral or email order, failing which Weatherford shall have no obligation to perform Work thereunder. In the event of a conflict between these Terms and Conditions and the terms in any Order, these Terms and Conditions shall control, unless the Order (i) makes specific reference and identification (by Section and/or subsection number) to the provision(s) of these Terms and Conditions to be modified, (ii) explicitly states the intention of the Parties to effect the modification thereof, and (iii) is executed on behalf of each Party by an authorized officer of the Party. Such modifications shall be effective for that Order only, and no agreement to modify these Terms and Conditions with respect to any particular Order shall have the effect of varying or amending those Terms and Conditions (or any others herein) with respect to any other or subsequent Order. Each Order shall constitute a separate agreement between the Parties. Only the Weatherford legal entity performing Work under an Order shall have any liability or responsibility with respect to such Work.

Orders accepted by Weatherford may not be cancelled by Customer without Weatherford’s written consent. Customer shall be liable for Weatherford’s standard cancellation, restocking, demobilization and other fees and charges incurred by Weatherford with respect to any cancelled Order.

- 1.2 **Change Orders.** Any Customer request for changes in the scope and/or scheduling of the Work to be provided under an Order must be given in the form of a written change order (“Change Order”) whenever possible, but may be given orally to Weatherford’s Work Site supervisor when Work Site or other conditions demand an immediate response (and Weatherford may rely on the authority of any Customer representative who makes such oral requests). Upon Weatherford’s receipt of a Change Order, the Parties shall negotiate in good faith the terms to be included therein. Each Change Order shall reference the original Order and shall specify (i) the changes in the scope or timing of the Work to be provided under the affected Order, and (ii)

the adjustment (if any) to be made to the fees and other amounts due Weatherford in connection therewith, and shall be executed on behalf of each Party by an authorized officer. Upon its receipt of an oral request from a Customer representative to change the scope and/or scheduling of Work under any Order, Weatherford shall proceed with same (unless such changes would require Weatherford to perform Ultra-hazardous Work) and the changes shall be documented in a mutually acceptable Change Order (as specified above) within seven (7) days of Weatherford's receipt of the oral request, failing which Weatherford shall not be required to continue with any requested changes to the Work, and may suspend the Work unless and until an appropriate Change Order has been executed by the Parties. If the Parties are unable to agree upon or fail to timely execute a Change Order with respect to orally requested changes to the Work, Weatherford shall be entitled to permanently suspend the Work and cancel the affected Order, and Customer shall pay Weatherford for all Work performed prior to the date of cancellation, as well as any applicable mobilization or demobilization charges or other costs incurred by Weatherford.

- 1.3 **Unexpected Conditions.** If after commencing the performance of Services at any Well Site Weatherford encounters unexpected Work Site conditions, or determines that data or information provided by Customer was inaccurate or insufficient for the safe and efficient performance of the Services, as a result of which Weatherford's cost of, or the time required for, performance of any part of the Services under the applicable Order will or might be increased (whether by the need for different or additional tools, materials or personnel), Weatherford shall propose an equitable adjustment in price and time of performance for the affected Services and shall not be required to proceed with same unless and until the Order has been modified accordingly in a written Change Order.
- 1.4 **Credit.** Weatherford's acceptance of any Order is subject to Customer establishing and maintaining credit satisfactory to Weatherford. Weatherford reserves the right to approve or reject the credit of any Customer and to establish credit terms for each Customer. Weatherford can terminate any Order or modify its credit terms at any time prior to the performance of Work without further liability if Weatherford's assessment of Customer's financial condition or creditworthiness changes. Weatherford reserves the right, prior to performing any Work, to require that Customer furnish security for the performance of its obligations under any Order. Weatherford may suspend any Work, without penalty or liability to Customer, if Customer's financial condition changes and Customer fails to provide, upon request, adequate assurances of its performance.
- 1.5 **Invoicing and Payment.** Unless Weatherford's Credit Department has established other terms of payment, Customer shall pay the price(s), rates and other amounts stated on each invoice submitted by Weatherford for Work performed within thirty (30) days of its receipt of Weatherford's invoice. Customer will pay Weatherford for the Work whether or not the desired results are achieved. Invoices not paid in a timely manner will bear interest at the lesser of (i) two percent (2%) per month, or (ii) the highest rate allowed by Applicable Law until paid in full. Unless otherwise specified in the Order, all payments shall be made in Great British Pounds and delivered to the address specified on Weatherford's invoice. All currency exchange rate changes, duties, taxes, etc. shall be paid by Customer.

If Customer disputes any invoice or part thereof, it may withhold payment of the disputed amount(s), but shall nonetheless timely pay all undisputed amounts and promptly notify Weatherford of the disputed amounts or items, specifying the invoice date and number, the amount of the disputed items or charges, and the Products, Services or Rental Equipment involved. The parties will work in good faith to promptly resolve disputed amounts. Invoices not disputed by Customer within thirty (30) days of the invoice date shall be deemed accurate and Customer shall not thereafter be entitled to dispute any amount(s) reflected thereon.

If payment of undisputed amounts is not timely received, or Weatherford determines, in its reasonable discretion, that Customer's financial condition or creditworthiness has become impaired, Weatherford shall be entitled, at its option, to (i) require payment in advance for Work yet to be performed under any Order, (ii) reduce Customer's payment terms under any Order to net ten (10) days of the invoice date, (iii) revoke any discounts available with respect to Work performed or to be performed under any Order (including discounts granted with respect to Work covered by any outstanding invoice), (iv) require that Customer furnish security with respect to its obligations under any Order, and/or (v) immediately suspend its performance of Work under any Order, or terminate any Order, without penalty or liability, and Customer shall Indemnify Weatherford Group from and against any and all Claims resulting from or arising out of such suspension or termination. Customer will pay all of Weatherford's costs, including attorney's fees and court costs, incurred in connection with the collection of past due amounts.

- 1.6 **Taxes.** Weatherford and Customer are responsible for all taxes legally imposed upon their respective businesses, including taxes imposed upon their respective income, personnel or property. Such taxes are for Weatherford's or Customer's account, as applicable, and each Party shall Indemnify the other from any liability with respect thereto. Unless otherwise stated in the Order, prices and rates quoted by Weatherford are exclusive of taxes and duties. If not included in the price or rates, such taxes and duties shall be shown as a separate line item on the invoices submitted by Weatherford, are in addition to the Prices or rates, and shall be for Customer's account. The term "taxes and duties" shall mean all fees or charges imposed, assessed or levied by any governmental department, agency, or taxing authority and shall include property taxes, sales and use taxes, value added taxes, goods and services taxes and excise taxes or other charges of a similar nature, customs or other duties, customs agent fees and other such charges and fees.

2. **PRICING; SHIPMENT; TITLE**

- 2.1 **Pricing.** Unless otherwise specified in the Order applicable thereto, prices for Products, rates for personnel performing Services, and rental rates for Rental Equipment shall be those stated in the applicable Weatherford Price Book at the time the Order is entered into. Price Book prices are subject to change at any time, without notice. When prices are quoted by Weatherford, same shall be valid for thirty (30) days only, unless otherwise noted in the quotation. Not all Products listed in Weatherford's Price Book are available at every Weatherford location.

All Product pricing is based on Weatherford's standard procedures and specifications for manufacturing and testing the Product. Cost of additional labor, materials or outside services for Customer-requested modification of such procedures, specifications and/or testing will be charged to Customer at Weatherford's cost (including direct and indirect cost, such as engineering, labor, overhead and shop supplies), plus 15%. Product prices do not include the cost of personnel or equipment required to install the Product. Upon request, Weatherford will provide such personnel and equipment at its prevailing rates at the time of installation.

- 2.2 **Shipment.** Unless otherwise specified in the Order with respect thereto, Prices for Products sold to Customer are FCA Weatherford's Facility (Incoterm 2010). Customer will arrange for shipping and pay all shipment costs. If Customer requests Weatherford to arrange for Product shipment or does not furnish Weatherford with shipping instructions prior to the time Products are ready for shipment, Weatherford will, at its option, either (i) ship the Products to Customer, at Customer's risk, via a commercial carrier of Weatherford's choosing, and charge Customer at Weatherford's cost, plus fifteen percent (15%), or (ii) ship the Products via a Weatherford vehicle, at prevailing Weatherford mileage rates.
- 2.3 **Storage:** If prior to shipment Customer requests that Weatherford store, and Weatherford agrees to store, the Products for any period of time, Weatherford shall act solely as a bailee thereof and may, at its option, charge Weatherford's customary storage rates during the period of such bailment. During such bailment, Weatherford shall have no liability for any deterioration, damage, or loss of or to the Products resulting from atmospheric conditions, acts of God, or other events occurring during the period of bailment, including loss or damage resulting from the sole, joint or concurrent negligence of Contractor in the storage or handling of the Products. Notwithstanding the foregoing, in no event shall Weatherford be required to store the Products for a period exceeding thirty (30) days, unless the Parties have entered into a separate, mutually acceptable bailment agreement with respect thereto.
- 2.4 **Title and Risk of Loss.** Title and risk of loss for Products sold to Customer will pass to Customer upon delivery of the Products, FCA Weatherford's Facility (Incoterms 2010).

3. **WARRANTIES AND REMEDIES**

- 3.1 **Weatherford Product Warranties.** Weatherford warrants to Customer that all Products of its own manufacture ("Weatherford Products") supplied pursuant to an Order (i) shall conform in all respects to Weatherford's published Product specifications (and to any additional Customer specifications stipulated and agreed to in the Order therefore); and (ii) shall be and remain free of defects in materials and workmanship until the earlier of (a) one year from the date of their delivery to Customer, or (b) as applicable, the date same are run downhole below the rotary table. Except with respect to specially manufactured Products, Weatherford reserves the right to make substitutions or design and construction modifications with respect to any Products, provided those substitutions changes do not affect the performance of the Products. Substituted Products shall conform to the foregoing warranties.

The foregoing Weatherford Product warranties are the sole and exclusive warranties made by Weatherford with respect to Weatherford Products, and WEATHERFORD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR PURPOSE, OR REDHIBITION.

The foregoing Weatherford Product warranties do not apply to (i) Weatherford Products that have been modified by Customer Group or Third Parties after their delivery; (ii) Weatherford Products subjected to improper handling, storage, installation, operation or maintenance by Customer Group or Third Parties, including use of unauthorized replacement parts or operation under more severe conditions than those for which the Product is rated; (iii) Weatherford Products requiring replacement because of natural wear and tear; (iv) the design of Weatherford Products which were modified according to specification furnished by Customer; or (v) Customer's failure to implement any update or upgrade to the Weatherford Product recommended by Weatherford.

- 3.2 **Remedies for Breach of Weatherford Product Warranties.** Weatherford shall, at its sole cost and expense, repair or replace with products of like or comparable quality any Weatherford Products not conforming to the Weatherford Product warranties specified above; *provided* Customer has notified Weatherford of the non-conformity within the one year warranty period specified in Section 3.1 above (or, if applicable, before same are run downhole below the rotary table). **The foregoing remedies of repair or replacement shall be the sole and exclusive obligations and responsibilities of Weatherford (and the sole and exclusive remedies of Customer) with respect to Weatherford Products not conforming to the Product warranties specified in Section 3.1 above. Weatherford's responsibility to repair or replace Weatherford Products shall not exceed the price of the Products or extend to any ancillary or related costs (such as installation or removal) not included in the original Order with respect to such Products.**
- 3.3 **Third-Party Product Warranties.** Customer acknowledges that certain Products to be provided by Weatherford may be secured by Weatherford from Third Parties ("Third-Party Products"). **With respect to any such Third-Party Products, Weatherford warrants that same will be new (unless otherwise specified in the Order), but makes no other representations or warranties whatsoever with respect thereto, hereby disclaiming any and all other warranties, express or implied.** Weatherford shall pass through to Customer any warranties received from such Third-Party Product providers with respect to Third-Party Products, to the extent same are transferable, and shall provide Customer reasonable assistance in the pursuit and enforcement of all warranty claims with respect to Third-Party Products.
- 3.4 **Service Warranties.** Weatherford does not guarantee the results of the Services it performs under any Order or represent that those Services will achieve Customer's intended objectives, but does warrant to Customer that all Services performed by Weatherford (i) shall be performed in a good and workmanlike manner, with due diligence, using competent and experienced workmen and supervisors; (ii) shall be performed in accordance with the specifications (if any) detailed in the Order therefore; and (iii) shall be performed in accordance with standard industry practices and the requirements of any Applicable Laws.
- 3.5 **Remedies for Breach of Service Warranties.** Weatherford shall, at its sole cost and expense, reperform any Services (or portion thereof) not conforming to the Service warranties specified above; *provided* Customer has notified Weatherford of the non-conformity (i) with respect to wireline or tubular running Services, before Weatherford leaves the Work Site, and (ii) with respect to all other Services, within thirty (30) days of the date of the completion of the Services with respect to which the warranty claim is made. Unless the Parties mutually determine that Weatherford's reperformance of the Nonconforming Services cannot or will not provide a commercially viable remedy, **the foregoing remedy of reperformance shall be the sole and exclusive obligation and responsibility of Weatherford (and the sole and exclusive remedy of Customer) with respect to Nonconforming Services.** If the Parties mutually determine that Weatherford's reperformance of the Nonconforming Services cannot or will not provide a commercially viable remedy, Weatherford shall, at its option, either refund or credit in full the Price paid by Customer for the Nonconforming Services. **The foregoing**

remedies of reperformance of Nonconforming Services, or the refund or credit of the Price paid therefore, shall be the sole and exclusive obligations and responsibilities of Weatherford (and the sole and exclusive remedies of Customer) with respect to Nonconforming Services.

- 3.6 **Rental Equipment Warranties.** Weatherford warrants that all Rental Equipment shall, upon delivery to Customer, (a) be clean and in proper operating and good mechanical condition, and (b) conform to Weatherford's published Rental Equipment specifications (and to any additional specifications stipulated in the Order therefore). **Weatherford makes no other representations or warranties whatsoever with respect to Rental Equipment, hereby expressly disclaiming any and all other warranties, express or implied, including any warranty that the Rental Equipment will be merchantable or suitable for any particular use or purpose.**
- 3.7 **Remedies for Breach of Rental Equipment Warranties.** Weatherford shall, at its sole cost and expense, repair or replace with equipment of like or comparable quality any Rental Equipment not conforming to the Rental Equipment warranties specified in Section 3.6 above; *provided* Customer has notified Weatherford of the non-conformity within forty-eight (48) hours after delivery of the Rental Equipment to Customer. **The foregoing remedies of repair or replacement shall be the sole and exclusive obligations and responsibilities of Weatherford (and the sole and exclusive remedies of Customer) with respect to Rental Equipment not conforming to the warranties specified in Section 3.6 above. Weatherford's responsibility to repair or replace Rental Equipment shall not extend to any ancillary or related costs (including shipping, installation, removal, mobilization or demobilization) not included in the original Order.**
- 3.8 **Analytical Services.** If the Services performed by Weatherford require or involve (a) predicting results to be obtained from the Work; (b) estimating the type(s) or amount(s) of Products or Services that will be required in connection with the Work; (c) the interpretation of test or other data (including data gathered or generated by Weatherford's tools and equipment); or (d) the expression of opinions or the making of recommendations, either written or oral, based upon data, samples or information provided by Customer Group or Third Parties, or upon inferences from measurements and empirical relationships and assumptions (collectively "Analytical Services"), Weatherford will give Customer the benefit of Weatherford's best judgment based on its experience and will perform all such Analytical Service in accordance with standard industry practices. **Weatherford makes no other warranty with respect to the Analytical Services, hereby disclaiming any warranty as to the adequacy, sufficiency or completeness of any data, reports, estimates, analyses, interpretations, modeling, predictions, opinions or recommendations provided to Customer in connection with the Analytical Services, all of which shall be considered advisory only. Customer assumes all responsibility for any decision made by Customer based on Weatherford's Analytical Services, including any drilling, well treatment, production or other financial decision, and shall Indemnify Weatherford against any liability with respect thereto. Weatherford does not guarantee the safe storage or length of time of storage or the integrity of any digital data, optical logs or prints, samples, cores or other similar products or materials during storage.**
- 3.9 **Training and Manuals.**
- (a) To the extent Weatherford provides, either with or without charge to Customer, any training or instruction with respect to the use, operation, maintenance or installation of any Products or Rental Equipment (collectively "Training"), Weatherford will give Customer the benefit of its best judgment based on its experience as an oilfield equipment and services provider, **but makes no representation or warranty whatsoever, express or implied, with respect to the efficacy, adequacy, suitability or fitness of its Training to meet or satisfy the needs of Customer (or those of its employees or other contractors receiving Training) in any future event or circumstance. Customer assumes all responsibility for any decision made by Customer based on Weatherford's Training, including any drilling, well treatment, production or other financial decision, and shall Indemnify Weatherford from and against any liability with respect thereto.**
- (b) Manuals, guidelines or other written materials with respect to the use, operation, maintenance or installation of any Products or Rental Equipment (each a "Manual") provided by Weatherford are intended for use solely by persons using the Products or Rental Equipment described therein. Persons using the Product or Rental Equipment must read the Manual, in its entirety, before using or operating the Product or Rental Equipment. Weatherford has attempted to include in its Manuals all information necessary for the proper use and operation of the Products or Rental Equipment described therein, **but make no representation or warranty as to the adequacy, accuracy, sufficiency or completeness of the information, instructions or guidance therein contained.**
- 3.10 **Data Security and Storage.** Weatherford does not encrypt its electronic communications and does not warrant against the accidental or intentional interception by Third Parties of any data or information transmitted between the Parties by email or other electronic means or against the corruption thereof during transmission. Weatherford makes no representation or warranty whatsoever as to the sufficiency of its cyber-security measures, standards, policies or procedures to preserve and protect from unauthorized access any electronic or digital data or information pertaining to the Work it performs. Unless otherwise specified in the Order, Weatherford also does not warrant or guarantee the length of time of storage of any electronic or digital data or information pertaining to the Work.
- 3.11 **Permits and Licenses.** Customer shall obtain all permits, licenses, easements, rights of way and/or other authorizations (collectively "Authorizations") from Customer's client, governmental agencies, and the owner(s) and/or operator(s) of the Work Site as may be necessary in connection with the Work to be performed by Weatherford under an Order, and shall advise Weatherford as to any areas for which Authorizations have been obtained, and the pertinent conditions of such Authorizations and special conditions thereof, if any. Weatherford shall not perform (or be required to perform) Work in any area requiring Authorizations until Customer has notified Weatherford that Customer has obtained such Authorizations as it deems necessary and that it is acceptable for Weatherford to proceed with the Work. Customer shall Indemnify Weatherford from and against any and all Claims relating to Customer's failure to obtain any necessary Authorizations.

4. INDEMNITY; RELEASE; WAIVER

- 4.1 **Weatherford Release and Indemnities.** Except as provided in Articles 5 and 6 below, Weatherford agrees to Indemnify Customer Group from and against any and all Claims arising out of, resulting from, or relating to bodily injury or death or damage to or loss of property suffered by any Weatherford Group member arising out of or in connection with the Work performed by Weatherford under any Order.

- 4.2 **Customer Release and Indemnities.** Customer agrees to Indemnify Weatherford Group from and against any and all Claims arising out of, resulting from, or relating to bodily injury or death or damage to or loss of property suffered by any Customer Group member arising out of or in connection with the Work performed by Weatherford under any Order.
- 4.3 **Catastrophic Losses.** Notwithstanding any provision of these Terms and Conditions to the contrary, Customer shall Indemnify Weatherford Group from and against any and all Claims relating to or arising from:
- (a) any blowout, fire, explosion, or loss of well control, and all costs associated with any of the foregoing events, including (i) the cost of regaining control of a well, (ii) damages caused to a rig, a platform, a vessel, a pipeline, any subsea structure, or any other oil and gas infrastructure item, (iii) any downtime or remediation/recovery time, (iv) any costs of clean up or remediation with respect to any contamination or pollution, and/or (v) the costs of removing debris or wreckage;
 - (b) loss or damage to any reservoir, formation, well, or hole and/or any other subsurface and subsea loss or damage, and/or the cost of redrilling a well or fishing; and/or
 - (c) any loss, damage, injury and/ or death suffered or sustained by any Third Party or any member of Weatherford Group resulting from any of the events described in subsections (a) or (b) above, including loss of, or damage to, oil or gas production facilities, pipelines, flow lines, subsea structures, or any other Third Party property, installations, rigs, platforms or vessels.
- 4.4 **Pollution.**
- (a) Except as stated in Section 4.3 above, Weatherford shall assume all responsibility for and shall Indemnify Customer Group from and against all Claims relating to pollution or contamination which originates from Weatherford's Tools above the surface of the earth or water as a result of Weatherford's sole negligence, including costs of clean up or remediation associated therewith.
 - (b) Except as stated in Section 4.4(a) above, Customer shall assume all responsibility for and shall Indemnify Weatherford Group from and against all other Claims relating to pollution or contamination, including pollution or contamination (i) from naturally occurring radioactive material; or (ii) which originates above or below the surface of the earth or water, including pollution resulting from blowout, fire, cratering, seepage, leak, rupture or any other uncontrolled flow of oil, gas, or other substance.
- 4.5 **Radioactive Sources.** Notwithstanding anything to the contrary contained in these Terms and Conditions, if a radioactive source used or employed by Weatherford Group in performing Services becomes lost or lodges in any well, or if a radioactive source becomes lost during loading or unloading operations performed by Customer Group at an offshore drilling or production facility operated or hired by Customer, Customer shall be responsible for, and bear all costs of, retrieval, and if necessary, abandonment of such source in place. Customer shall meet all Applicable Laws associated with such retrieval and, if necessary, abandonment of such source, except to the extent such Applicable Laws do not permit or forbid Weatherford, as owner or licensee of such source, to transfer or delegate the performance of applicable regulatory obligations to another party. Weatherford shall be entitled to monitor, at its expense, all retrieval and/or abandonment efforts undertaken by Customer hereunder. Customer shall Indemnify Weatherford Group from and against any and all Claims arising out of its failure to comply with the provisions of this Section.
- 4.6 **Third Party Claims.** Subject only to the provisions of Sections 4.3(c) and 4.4(b) above, each Party shall, to the full extent of its liability therefore under Applicable Law, be and remain responsible for, and shall Indemnify the other Party and all members of its Group from and against, any and all Claims resulting from or with respect to (a) bodily injury or death suffered by any Third Party, or (b) damage to or loss of property suffered or sustained by any Third Party.
- 4.7 **Regardless of Cause.** ALL EXCLUSIONS AND INDEMNITIES, SAVE FOR THOSE UNDER SECTIONS 4.4(a) AND 4.6 ABOVE, GIVEN UNDER THIS SECTION 4 AND SECTION 12 HEREUNDER SHALL APPLY REGARDLESS OF WHETHER OR NOT THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE OR OTHER FAULT OR FORM OF LIABILITY OF ANY MEMBER OF WEATHERFORD GROUP, CUSTOMER GROUP, OR A THIRD PARTY, THE UNSEAWORTHINESS OR UNAIRWORTHINESS OF ANY VESSEL OR CRAFT, OR ANY PRE-EXISTING CONDITION AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.
- 4.8 **Liability Cap.** Save and except for Weatherford's Indemnification obligations under Sections 4.1 and 4.6 above, which shall not be so limited, and subject to the provisions of Section 3.2 limiting Weatherford's responsibility for breach of warranty claims, Weatherford's maximum aggregate liability with respect to Claims arising out of, or in any way relating to its performance of Work under any Order, whether sounding in contract or tort (including negligence, gross negligence, willful misconduct, strict liability and breach of statutory duty), at law or in equity, shall be limited to the aggregate amounts paid to Weatherford for all Work performed by Weatherford during the twelve (12) month period immediately preceding the event giving rise to the Claim, not to exceed \$1,000,000, in the aggregate, in any twelve (12) month period (the "Liability Cap"), and Customer shall Indemnify Weatherford against any such liability in excess of the Liability Cap.

5. **WEATHERFORD TOOLS**

Notwithstanding the provisions of Section 4.1 above, Customer agrees to pay for, or to reimburse Weatherford for, any loss of or damage to Weatherford Tools, including loss (which includes damage beyond repair) or damage (i) that occurs while the Weatherford Tools are in the hole, or in the drill string below the level of the rotary table; (ii) that results from the flow or existence of any substance from or in the reservoir or well (including corrosion, erosion, embrittlement or abrasion caused by the nature of any well effluent); or (iii) that occurs while the Weatherford Tools are otherwise in the care, custody and control of any member of Customer Group (e.g., while being transported on, or being loaded or unloaded to/from, a

conveyance provided or arranged for by any member of Customer Group). Unless the Parties stipulate a replacement price for Weatherford Tools in the applicable Order, Customer shall pay or reimburse Weatherford for the replacement price, new, of lost Weatherford Tools, plus any applicable taxes, as well as the costs of shipping the replacement tools or equipment from the manufacturer thereof to the Weatherford's designated location. The replacement price shall be Weatherford's published price, without discounts (if the lost Weatherford Tools were manufactured by Weatherford) or the list purchase price of replacement tools or equipment purchased from a Third Party. Save and except for damage occasioned by normal wear and tear, Customer shall reimburse Weatherford for the cost of repairing damaged Weatherford Tools, including the costs of inspection and of shipping the damaged Weatherford Tools to and from the place of repair

6. RENTAL EQUIPMENT

- 6.1 **Use and Control.** Unless otherwise provided in an Order with respect thereto, Customer shall arrange for and pay all costs of transporting Rental Equipment to and from Weatherford's Facility. Customer shall have and assume all responsibility for the care, custody and control of the Rental Equipment after its pick-up, and agrees to use and operate the Rental Equipment in a careful and prudent manner, using only competent and properly trained employees or subcontractors, and only in accordance with the specifications (including capacity or operating limitations) provided by Weatherford or the Rental Equipment's manufacturer and all Applicable Laws. Customer shall not sublease the Rental Equipment or allow any Third Party to operate such equipment without the prior written consent of Weatherford. Customer shall not modify the Rental Equipment, and shall not change, alter or remove any insignia, serial number or lettering of or on the same, or affix any of its own markings or insignia thereto without Weatherford's prior written consent.
- 6.2 **Routine Maintenance and Parts.** Unless otherwise specified in the Order with respect thereto, Customer shall have sole responsibility for the installation, routine inspection, service and maintenance of the Rental Equipment, and shall be responsible for furnishing or obtaining all labor, parts and other materials necessary to service and maintain the Rental Equipment in good operating condition throughout the rental period in accordance with Weatherford's and/or the manufacturers' specifications and warranties. The Rental Equipment shall be serviced by trained and qualified Customer personnel or by the repair facility designated by Weatherford. All parts and other materials employed by Customer to service and maintain the Rental Equipment shall conform to the Rental Equipment's manufacturer's specifications. Customer shall maintain a maintenance log indicating the details of all maintenance and service performed on the Rental Equipment, and shall provide a copy thereof to Weatherford upon request.
- 6.3 **Service Technician.** Should the Rental Equipment fail at any time during the rental period and Customer be unable to repair same, Customer shall notify Weatherford thereof and Weatherford shall, within five (5) days of Weatherford's receipt of Customer's notice, either (i) dispatch a service engineer or equipment technician ("Service Technician") to repair the Rental Equipment, or (ii) request the Rental Equipment's manufacturer or designated repair facility to dispatch a suitable Service Technician. Customer shall be charged as stated in the applicable Order (or if not so stated, at Weatherford's then current rates) for the Service Technician's time, plus the cost of transportation from and to the Weatherford Facility from which he/she was dispatched, along with associated expenses for meals and lodging, or invoiced directly by the Rental Equipment's manufacturer or designated repair facility, as applicable.
- 6.4 **Return of Rental Equipment.** At the end of the rental period, Customer shall return the Rental Equipment to Weatherford at Weatherford's Facility clean, and in the same condition as received (ordinary wear and tear excepted), and shall pay or reimburse Weatherford for the costs of any inspections performed by Weatherford or any Third Party engaged by Weatherford for that purpose. Where Rental Equipment is returned in an uncleaned condition, Weatherford reserves the right to clean the Rental Equipment or cause it to be cleaned by a Third Party. Where applicable, all charges associated with the cleaning (and for the disposal of any waste resulting therefrom) shall be for Customer's account as follows: (a) removal of thread compound and cleaning end connections shall be charged at Weatherford's applicable per connection fees, and (b) removal and disposal of waste (including oil base mud, heavy pipe scale, hazardous and/or oilfield waste and corrosive material) performed by Third Parties shall be invoiced to Customer at Weatherford's invoiced cost, plus fifteen percent (15%). Rental Equipment which has been run downhole shall also be inspected and tested for the presence of Naturally Occurring Radioactive Material, including Technologically Enhanced Naturally Occurring Radioactive Material (collectively "NORM") upon its return and, if found to be contaminated with NORM above the levels permissible under Applicable Law, Customer shall, at its sole cost and expense, either (i) take direct responsibility for decontaminating the Rental Equipment, at its expense, at an appropriately licensed facility and for returning same to Weatherford's Facility, or (ii) direct Weatherford to have the Rental Equipment decontaminated at a licensed facility. For Rental Equipment decontaminated by Weatherford, Customer shall reimburse Weatherford for all NORM decontamination charges incurred by Weatherford, including transportation, plus fifteen percent (15%). In the absence of Applicable Law regulations defining permissible levels of NORM, the laws and regulations of the State of Texas relating thereto shall apply, and the Rental Equipment shall be decontaminated in accordance therewith.

Notwithstanding the provisions of Section 4.1 above, if the Rental Equipment is damaged or otherwise not returned in the same condition as received by Customer (ordinary wear and tear excepted), Customer shall pay Weatherford the lesser of (a) all costs incurred by Weatherford to restore the same to such condition, or (b) its replacement price, new (plus applicable taxes and shipping costs). Rental Equipment parts or components replaced shall be charged to Customer at Weatherford's Price Book price or the manufacturer's current list price, as applicable. Rental payments shall not apply to the cost of repair or replacement.

7. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; DISCOVERIES

7.1 Confidential Information.

- (a) Each Party receiving Confidential Information (the "Receiving Party") warrants and agrees that for a period of five (5) years after its receipt thereof, it shall maintain and safeguard the confidentiality of all Confidential Information received by it from the other Party (the "Disclosing Party"), handling and treating it with at least the same degree of care (and affording it the same protections) the Receiving Party observes and provides for its own confidential, proprietary and trade secret information, and in all events with at least a reasonable standard of care. For purposes of these Terms and Conditions, the term "Confidential Information" shall mean and include only confidential, non-public information provided by the Disclosing Party that describes, pertains or relates to the Work or the performance thereof (including information with respect to the Work Site) or

to the tools, equipment, processes or technologies employed in performing the Work. Confidential Information shall not include information which is independently developed by a Party, without reliance upon or reference to the Confidential Information of the other Party.

- (b) Nothing contained herein shall in any way restrict or impair a Receiving Party's right to use, disclose, or otherwise deal with any Confidential Information of the Disclosing Party which (i) is or becomes generally available in the public domain through no wrongful act or unauthorized disclosure of the Receiving Party, (ii) was lawfully in the Receiving Party's possession prior to being provided to the Receiving Party, or (iii) is independently made available to the Receiving Party as a matter of right by a Third Party without obligations of secrecy.
- (c) If a Receiving Party receives a request or order to disclose all or any part of the Disclosing Party's Confidential Information under the terms of a discovery request, decree or other order issued by a court or by a governmental body pursuant to law or regulation (a "Disclosure Request"), the Parties each hereby agree to (i) promptly notify the other Party of the existence, terms and circumstances surrounding the Disclosure Request; and (ii) to reasonably assist the other Party in seeking an appropriate protective order, and/or taking other legally-available steps to resist or narrow the scope of the Disclosure Request; and (iii) if the disclosure of Confidential Information of the Disclosing Party is required to prevent the Receiving Party from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as it is, in the opinion of the Receiving Party's counsel, legally compelled to disclose.

7.2 Intellectual Property Rights.

- (a) Unless the Parties have otherwise agreed in writing, a Party's Intellectual Property (and any development, enhancement, improvement, or derivative thereof, regardless of inventorship) shall be and remain the property of that Party. To the extent any Intellectual Property of a Party (and/or any enhancement, improvement, or derivative thereof) is incorporated into or necessary for the performance of any Work provided to Customer, that Party grants the other Party only a non-exclusive, non-transferrable, non-sub-licensable, revocable, royalty-free, right and license to use such Intellectual Property incorporated into the Work solely for the purpose of performing or using such Work, as applicable. Except as expressly stated herein, neither Weatherford nor Customer shall have any right or license to use, whether directly or indirectly, any of the other's Intellectual Property. If any software or firmware is embedded or included in, or made a part of, any Product or Rental Equipment furnished by Weatherford, Customer's use of such software or firmware shall be governed by the terms and provisions of Weatherford's standard End-User License Agreement, a copy of which is available at www.weatherford.com/t&c/EULA. The foregoing does not, however, grant or extend to Customer any ownership interest in or license to use (or right to sublicense) any computer programs, software or firmware used or employed by Weatherford in performing Work or made available to Customer in connection therewith.
- (b) Although it is not the intention of the Parties to jointly develop Intellectual Property in the performance or use of Work, if Weatherford and Customer or their respective employees jointly develop any Intellectual Property which is not an enhancement, improvement or derivation of either Party's Intellectual Property ("Joint IP"), the Joint IP shall be owned by Weatherford. Weatherford hereby grants Customer, a revocable, non-exclusive, non-sub-licensable, non-transferrable, royalty free, right and license to use the Joint IP incorporated into the Work solely for the purpose of using such Work.

7.3 Disassembly. Except to the extent necessary for maintenance or repair, Customer shall not (and shall not direct or permit any Third Party to) disassemble any Product(s) or Rental Equipment, or decompile, analyze or otherwise seek to reverse engineer the Product(s) or Rental Equipment (or any component part thereof).

7.4 Injunctive Relief. Because money damages would not be a sufficient remedy for any breach or threatened breach by Customer of this Article 7, Weatherford shall be entitled to specific performance, injunctive or other equitable relief to enforce the provisions of this Article 7, without the necessity of proving irreparable harm, without the necessity of posting bond, and without waiving any other remedies available to it, at law or in equity. In the event of such an action, Weatherford shall be entitled to recover its reasonable attorney's fees and costs of litigation.

8. INSURANCE

8.1 Insurance in Support of Indemnities. Customer must procure and maintain in support of its indemnity obligations under these Terms and Conditions, and not as an obligation separate or independent therefrom, policies of insurance of the following types (with coverage amounts not less than the minimum limits specified) (the "Insurance Policies"):

- (a) Statutory Workers' Compensation Insurance complying with applicable state laws and Employer's Liability Insurance covering all of the Party's employees, with liability limits of £1,000,000.00 per occurrence.
- (b) Comprehensive or Commercial General Liability Insurance (including contractual liability for the Party's obligations to Indemnify the other Party) with combined single limits of not less than £1,000,000.00 per occurrence and in the aggregate, to include bodily injury and property damage, specifically including the Customer's Contractual Liability.
- (c) Comprehensive or Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used by it in connection with the Work, if any, with a combined minimum limit of £1,000,000 each occurrence for bodily injury and property damage.
- (d) If the Work to be provided by Weatherford involves well(s) that Customer operates, Customer shall procure and maintain, at its sole expense, a Control of Well Policy that covers the cost of regaining control of a wild well, pollution, stuck drill stem, and evacuation expense.

All Customer's Insurance Policies must be issued by a reputable insurance company with a Best's Issuer Credit Rating of A+ or better, and shall be obtained by Customer at its sole cost and expense.

8.2 **Additional Insureds; Waiver of Subrogation.** Customer's Insurance Policies (except Workers Compensation and Employer's Liability) shall be endorsed to name Weatherford (and all members of Weatherford Group) as an additional insured, to the extent of Customer's indemnity obligations under these Terms and Conditions, and all Insurance Policies shall be endorsed to provide that the insurer waives its rights of subrogation against Weatherford Group and its insurers, to the extent of Customer's indemnity obligations under these Terms and Conditions. Customer's Insurance Policies shall not be cancelled or materially modified or amended without thirty (30) days' advance written notice to Weatherford.

8.3 **Certificates of Insurance.** Customer shall deliver to Weatherford, upon request, certificates of insurance showing that the Insurance Policies (endorsed as described above) are in full force and effect, and Weatherford shall have no obligation to perform Work unless and until it has received same.

8.4 **Indemnity not Limited by Insurance Coverage.** The insurance coverages specified in Section 8.1 represent minimum requirements and are not to be construed to void or limit Customer's indemnity obligations under these Terms and Conditions.

9. **LAWS AND REGULATIONS**

9.1 **Trade Compliance.**

- (a) Customer shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, transship (including a stop in port), transport, or otherwise dispose of any Weatherford product, material, software (including source code), or technology (collectively "Weatherford Items") to, via, or for (i) any entity known to be headquartered in, or owned or controlled by a national of, any country or region subject to comprehensive sanctions at any time applicable to Weatherford, including currently Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region of the Ukraine, (ii) any other individual or entity identified on a denied or restricted party list applicable to Weatherford, or (iii) any activity or end-use restricted by Applicable Laws without first obtaining all required government authorizations and Weatherford's written permission. Customer agrees to complete Weatherford's end-use, end-user, end-destination documentation when requested.
- (b) Notwithstanding anything to the contrary in these Terms and Conditions, neither Party shall be required to take any action prohibited or penalized by, or to refrain from taking any action required under, the laws of any applicable domestic or foreign jurisdiction relating to international boycotts.
- (c) Weatherford shall have the right, in its sole discretion, to immediately suspend performance under or to terminate any Order if (i) applicable comprehensive sanctions are imposed, or (ii) Customer is designated as or determined to be a denied or restricted party under Applicable Law.

9.2 **Ethics and Anticorruption.** Weatherford complies with, and requires that each member of Customer Group comply with, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and/or any Applicable Laws related to anti-corruption, anti-kickbacks, and anti-money laundering with regards to the Work. Customer shall make no facilitating payments, or grease payments, with regards to the Work.

9.3 **Termination and Indemnification.** If Weatherford is required by Customer to engage in any act that violates this Article 9, Weatherford may immediately terminate any Order(s) and will not be in breach or default as a result thereof. Customer agrees to Indemnify Weatherford Group for all Claims arising from Customer's violation of this Article.

10. **ASSIGNMENT AND SUBCONTRACTING**

Weatherford may assign any Order (or any rights and interests thereunder) to an Affiliate, or subcontract the Work (or any portion thereof) to be performed under any Order, but shall not assign any Order to any Third Party without the prior written consent of Customer, which consent shall not be unreasonably withheld, conditioned, or delayed. Customer may not assign any Order (or any rights and interests thereunder) without the prior written consent of Weatherford. Subject to the foregoing, each Order shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

11. **FORCE MAJEURE**

Neither Party shall be considered in breach of any Order or the requirements of these Terms and Conditions (excluding the obligation of Customer to pay Weatherford for the Work) if prevented from performing due to an event of Force Majeure. If any period of Force Majeure preventing performance of Work continues for more than thirty (30) days, either Party may terminate the effected Order by giving five (5) days written notice to the other Party. Weatherford shall be paid for all Work provided and/or performed to the date of termination and any other reasonable costs incurred as a result of such termination (including Weatherford's standard personnel and equipment stand-by charges and demobilization costs). In allocating the risk of delay or failure of performance of their respective obligations under any Order by reason of an event of Force Majeure, the Parties have not taken into account the possible occurrence of any particular acts or events beyond their control, irrespective of whether such acts or events were foreseeable as of the effective date of the Order.

12. **CONSEQUENTIAL DAMAGES WAIVER.**

For the purposes of these Terms and Conditions the expression "Consequential Damages" shall mean:

- (i) Consequential, indirect loss or punitive damages under English law; and/or
- (ii) Loss or deferral of production, loss of product, loss of revenue, facility downtime, loss of profit or anticipated profit (if any), loss of data, loss of or inability to use property and equipment, loss of commercial activity, loss of goodwill, loss of opportunity, loss of reputation or business interruption, failure to meet other contractual commitments or deadlines or downtime of vessels, howsoever same may be caused and whether or not any of the foregoing are direct, consequential or indirect losses and whether or not foreseeable at the date of the applicable Order.

- (a) Notwithstanding any provision of these Terms and Conditions to the contrary, neither Party shall be liable to the other Party (or any member of the other Party's Group) for, and each Party hereby releases and agrees to Indemnify the other Party from and against, any and all Claims for Consequential Damages, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILFUL MISCONDUCT, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT, LIABILITY, OR RESPONSIBILITY OF ANY MEMBER OF CUSTOMER GROUP OR WEATHERFORD GROUP.
- (b) Without negating the preceding general exclusion of Consequential Damages, the Parties expressly agree that Claims with respect to the following shall NOT be considered Consequential Damages and are recoverable between the Parties: (i) Weatherford claims with respect to amounts due it for Work or Customer's cancellation of an Order; (ii) damages for breaches of a Party's obligations with respect to the Confidential Information (as hereinafter defined) or Intellectual Property of the other Party, or (iii) Third Party Claims with respect to which a Party is entitled to indemnification under these Terms and Conditions.

13. GOVERNING LAW; VENUE; ATTORNEYS' FEES

- 13.1 **Governing Law and Venue.** All Orders and all Work performed by Weatherford shall be governed, construed and interpreted in accordance with the laws of England and Wales, which shall apply without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. Any dispute with respect to such Order or Work (other than the seeking of temporary, pre-judgment, equitable relief, which action(s) shall be conducted in a court of law) shall be exclusively settled by arbitration in the English language, with venue in London, England to be administered by the LCIA, or its successor, in accordance with its Rules then in effect, which Rules shall be deemed to be incorporated into these Terms and Conditions as if set out verbatim herein, provided that the provisions of this paragraph shall prevail in the event of any conflict with such Rules. The arbitration panel shall render its decisions in the form of written, reasoned decisions, and such written decisions and conclusions with respect to the disputes so settled shall be final and binding on the parties to the arbitration proceeding, and confirmation and enforcement of the awards so rendered may be obtained and entered in any court having jurisdiction thereof. The arbitration panel shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by these Terms and Conditions and the laws of England and Wales, and in no event shall the arbitration panel have the authority to make any award that provides for punitive or exemplary damages. The arbitration panel may, in its discretion, award any or all of the reasonable attorneys' fees and costs incurred by the prevailing party.

14. SEVERABILITY

If any of the provisions in these Terms and Conditions are found to be inconsistent with or contrary to any Applicable Law, same shall be deemed to be modified to the extent required to comply with Applicable Law (it being the intention of both Parties to enforce to the fullest extent all of these Terms and Conditions, and as so modified, these Terms and Conditions shall continue in full force and effect. In the event such provisions cannot be deemed or modified automatically, the Parties agree to meet to attempt to reach agreement on a conforming modification to such provision. In the event any provision cannot be modified to comply with Applicable Law, then said term or provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions shall remain in full force and effect.

15. WAIVER OF TERMS

No waiver by Weatherford of any of the terms, provisions, or conditions of these Terms and Conditions shall be effective unless said waiver shall be in a writing signed by an authorized officer of Weatherford. Weatherford's failure to enforce any term, provision or condition of these Terms and Conditions shall in no manner affect its right to enforce the same at a later time, and the waiver by Weatherford of any breach of any term, provision or condition of these Terms and Conditions shall not be construed to be a waiver by Weatherford of any subsequent or succeeding breach of such term, provision or condition or of any other term, provision or condition hereof.

16. ACKNOWLEDGEMENT AND ACCEPTANCE

Customer acknowledges that Weatherford may revise and post updates to these Terms and Conditions from time-to-time, and that any future Orders will be subject to the most recently posted version of the Terms and Conditions. In accepting Work from Weatherford, Customer shall be deemed to have accepted these Terms and Conditions, unless Weatherford and Customer have entered into a separate, written, master services agreement, supply agreement, equipment rental agreement, or other contract which governs the Work.