

NESR TERMS & CONDITIONS FOR PURCHASE OF PRODUCTS & SERVICES

1. DEFINITIONS

In these Conditions:

- (A) "Affiliate" means with respect to either party, any entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, said party, "control" being at least fifty percent (50%) ownership.
- (B) "Company" shall have the meaning stated in the Purchase Order or any of their respective Affiliates placing the Order.
- (C) "Products" means the articles, raw materials or any of them to be supplied by the Supplier to the Company pursuant to the Order (including any articles or materials supplied in connection with the Services).
- (D) "Information" means specifications, drawings, sketches, models, samples, designs, technical information and data and other proprietary information whether written, oral or otherwise.
- (E) "Order" means a purchase order in respect of Products and/or Services issued by the Company to the Supplier on the Company's official purchase order form, together with all other documents referred to therein.
- (F) "Services" means work and/or services or any of them to be performed by the Supplier for the Company pursuant to the Order.
- (G) "Supplier" means the person, firm or the Company to whom the Order is addressed.
- (H) "Tooling" means tools, jigs, dies, fixtures, molds, patterns and/or equipment which is furnished to the Supplier and which is supplied or paid for by the Company or for which the Company is liable to pay under the terms of the Order.

2. APPLICATION

- (A) These Conditions shall apply to and be incorporated in the Agreement between the Supplier and the Company for the supply of the Products and/or Services and shall be in substitution for any oral arrangements made between the Company and the Supplier and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or acceptance of order or correspondence or elsewhere or implied by trade, custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Order and/or these Conditions or any of them shall be binding upon the Company unless specifically agreed to in writing and signed by a duly authorized representative of the Company.
- (B) To purchase Products, COMPANY or its Affiliate shall, each time it elects to do so, submit a purchase order ("Order"). The Order shall set out the type, quantity, price and required date of delivery of the Service(s), and other relevant information. Each Order shall be governed by the provisions hereof, i.e. the Service(s) shall be provided by Supplier under the terms and conditions contained, and as applicable referred to, herein
- (C) Parties acknowledge and agree that the supply of Products and associated Services will be on Call Out basis and that neither Company nor any of its Affiliates gives any guarantee as to minimum orders to Supplier and this Agreement does not confer any binding obligations on Company to procure a minimum volume hereunder. The right to provide the Products and Services shall not be exclusive to Supplier and Company reserves the right to itself provide or to use any other party to provide the Products and Services or any part or extension thereof without any prior notice to Supplier.

3. ACCEPTANCE OF ORDER

All the terms of the Agreement between the Company and the Supplier are contained in or referred to in the Order and in these Conditions. The execution and return of the acknowledgement copy of the Order by the Supplier or the Supplier's execution or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order on the terms hereof by the Supplier and of the Company's conditions of purchase for Products and services. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Conditions.

4. PACKING, MARKING AND DOCUMENTATION

- (A) The Products shall be properly packed, marked and delivered at the Supplier's expense in accordance with the Order. The Company shall not accept a charge for packages, containers or freight unless specified in the Order.
- (B) Each advice note, bill of lading and invoice shall bear the applicable Order number, delivery date and / or date of completion of the Services and the location to which the Products are to be delivered or at which the Services are to be provided.
- (C) Advice notes and invoices must be sent as directed by the Order.
- (D) The Supplier agrees on request to supply the Company with any required certifications, including without limitation any necessary declarations and documents stating the origin of the Products and the manner in which they qualify for E.E.C., E.F.T.A. or other applicable preferences.
- (E) All lifting equipment shall meet the requirements of BSEN12079 standard. All chemicals shall be supplied with latest MSDS and packaging/markings shall be done as specified on MSDS. Batch number, Production and Expiry date shall also be marked on chemical products.
- (F) Supplier shall provide Certificate of Conformity, operating and maintenance manual and other relevant certificates with all equipment, machineries, accessories, spare parts etc. All Products shall be manufactured in accordance with the latest version of international standards, especially PCE's shall meet latest version of API6A, API16A and NACEMR0175 standards and CT string shall meet API5ST standard.

5. DELIVERY

- (A) Time is of the essence in the performance by the Supplier of the Order. If delivery dates for the Products or the dates for the provision and/or performance of the Services cannot be met, the Supplier shall promptly notify the Company of the earliest possible date for delivery of the Products or the provision of the Services. Notwithstanding such notice, and unless a substitute delivery date for the Products or date for the provision of the Services has been expressly agreed to by the Company in writing, the Supplier's failure to effect delivery of the Products or the provision of Services on the date specified shall entitle the Company to cancel the Order without liability to the Supplier, to purchase substitute items or services elsewhere, and to recover from the Supplier any loss and additional costs incurred.
- (B) If delivery or performance pursuant to the Order is incomplete, the Company reserves the right (without prejudice to any of its other rights) to accept or reject the

Products so delivered or Services so performed and to cancel or vary the balance of the Order.

- (C) The Products must be delivered at the delivery point specified in the Order. If the Products are incorrectly delivered, the Supplier will be liable for any additional expense involved in handling and delivering them to their correct destination.
- (D) In the event, of default by the Supplier, the Supplier shall pay the Company, as liquidated damages 2% of the total value of the delayed Products and/or Services, (and not as a penalty) for each week (7 consecutive days) of delay, up to a maximum of the value of the relevant Order. The Supplier shall pay these liquidated damages on demand or the Company may deduct them from its payments to the Supplier. These liquidated damages shall be due and payable by Supplier to the Company without prejudice to any other rights the Company may have hereunder. The parties confirm that these liquidated damages are reasonable and proportionate to protect the Company's legitimate interest in performance.

6. WARRANTY

- (A) The Supplier warrants, and it is a condition of the Order, that the Products supplied to the Company under the Order shall be of first class materials and workmanship throughout, will meet the governing specifications referred to in the Order as to quantity, quality standards and description and will conform with any samples furnished by the Supplier and accepted by the Company; that the design, construction and quality of the Products will comply in all respects with applicable laws and regulations which may be in force at the time of delivery and that the Products will be fit and suitable for the purpose intended by the Company, of merchantable quality and free from defect.
- (B) The Supplier warrants, and it is a condition of the Order, that the Services shall be supplied in full accordance with the terms of the Order and shall be executed with reasonable care and skill by properly qualified and experienced persons; and that the provision of the Services will comply in all respects with applicable laws and regulations which may be in force at the time the Services are provided.
- (C) The warranties and remedies provided for in this Condition 6 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding the acceptance by the Company of all or part of the Products or the Services in respect of which such warranties and remedies are applicable.
- (D) The Products shall, for a period of twenty-four (24) months from the date of delivery to COMPANY, conform to the applicable specifications, and shall be merchantable, free from defects in workmanship, materials, manufacture and design, fit for the purposes intended and new (unless otherwise agreed by COMPANY)

7. QUANTITY, QUALITY AND DESCRIPTION

- (A) The Supplier shall not make any changes whatsoever in the color, characteristics, specifications, design or composition of the Products.
- (B) The Supplier shall have implemented and documented a Quality Assurance Program meeting the requirements of ISO9001 or an internationally recognized standard of the same level and conforming to laws and regulations of the jurisdiction governing its operations and shall have a defined person within its organization responsible for compliance therewith. The Supplier shall send copies of all non-conformance reports and dispensations issued by any regulatory agency following the most recent certifications, to the Company as soon as the same become available. The Company may conduct a quality audit at any time in relation to all or any of the foregoing and may terminate the Order if the Supplier at any time does not meet, in the Company's reasonable opinion, the requirements mentioned above, or fails to implement corrective actions recommended by the Company.
- (C) The Supplier agrees to allow a representative of the Company to enter the Supplier's premises on reasonable prior notice to inspect the Products and/or Services. (D) The Company reserves the right at any time to change the relevant Order by written instruction, in which event the Supplier shall notify the Company of any consequent change in price within seven (7) days of receipt of such change order, which the Company shall then accept or reject. No increase in price shall be allowed if the Supplier fails to give timely notification to the Company.

8. ACCEPTANCE OF PRODUCTS AND SERVICES

- (A) The Products and the provision of the Services shall be subject to inspection and testing by the Company prior to acceptance. In any case where the Products, the Services or any part thereof (whether or not inspected or tested by the Company) do not comply with the requirements of the Order, the Company shall give written notice to the Supplier. If the Supplier does not rectify the matter within three (3) working days after receipt of the notice, the Company shall have the right to repair such Products and rectify such Services at the expense of the Supplier or to reject the Products and Services concerned and shall thereafter return any Products concerned to the Supplier at the Supplier's risk and expense. In case of rejection, the Company may (at its discretion) either cancel the Order forthwith or demand that the Supplier within a reasonable time replace such rejected Products or Services with Products or Services which are in all respects in accordance with the Order. If the Supplier shall fail to replace any rejected Products or Services within a reasonable time as demanded by the Company, the Company shall have the right to purchase replacement Products or services from another source and any money paid by the Company to the Supplier in respect of the rejected Products or Services together with any additional expenditure over and above the Agreement price reasonably incurred by the Company in obtaining replacement Products or services shall be paid by the Supplier to the Company.
- (B) The rights and obligations of the parties hereto shall apply to all defects appearing in Products or Services or any part thereof during the period of twelve (12) consecutive months (or in the case of any latent or inherent defect, the period of twelve (12) consecutive months after the same could first reasonably have been discovered) commencing on the date of acceptance.

9. INDEMNITY

- (A) The Supplier agrees to indemnify and at all times to hold the Company, its agents, employees, officers, subsidiaries, associated companies and assigns harmless from and against any and all liability, damage, loss, cost or expense, including without limitation any liability arising from any injury or loss to any person or persons or any damage to or loss of any property, directly or indirectly.

(B) SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES ARISING OUT OF DEATH, ILLNESS OR INJURY, OR PROPERTY LOSS OR DAMAGE, AS A RESULT OF, OR IN CONNECTION WITH (I) PERFORMANCE OF THE AGREEMENT; (II) THE NEGLIGENT ACTS OR OMISSIONS OF SUPPLIER OR ANY OF ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER THE AGREEMENT; OR (III) SUPPLIER'S BREACH OF ANY OBLIGATIONS UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, DUE TO ANY DEFECTS IN ANY PRODUCT OR DUE TO WASTE MANAGEMENT IN RELATION TO SUPPLIER'S OBLIGATION.

(C) SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES AND ITS AND THEIR CLIENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED DESIGNS FURNISHED BY COMPANY. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (I) PROMPT WRITTEN NOTICE OF ANY CLAIM TO SUPPLIER, (II) SUPPLIER'S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, AND (III) REASONABLE COOPERATION AND ASSISTANCE BY COMPANY IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF SUPPLIER. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY COMPANY WITHOUT SUPPLIER'S PRIOR WRITTEN CONSENT. IF ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, BECOME(S), OR IN SUPPLIER'S OPINION, IS/ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL (I) PROCURE FOR COMPANY THE RIGHT TO CONTINUE THE USE THEREOF, OR (II) REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGEMENT (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST COMPANY, ITS AFFILIATES OR ITS OR THEIR CLIENTS ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS, AS SET FORTH ABOVE.

(D) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE OTHER OR ITS AFFILIATE IN CONNECTION WITH THE PERFORMANCE OF THE AGREEMENT, OR ANY ORDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE OF ASSETS AND LOSS OF AGREEMENTS.

10. INSURANCE

(A) The Supplier will at all times insure and keep itself insured with a reputable insurance company in compliance with local legislation against all insurable liability under the Order and in respect of the Products or the Services including without limitation all the Supplier's liabilities under Condition 9. The Supplier will promptly advise the Company of any claim made against the Supplier arising out of the Supplier's performance of the Order. The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order.

(B) Without limitation of its liabilities and obligations hereunder, the Supplier shall at its own cost obtain and maintain in full force and effect, as a minimum, the following insurance policies all of which shall be endorsed to show the Company as additional insured and all liability policies of which shall include a cross liability clause to the effect that the Company will be treated as third party towards the first named insured in respect of any claim made by the Company against the additional insured. Deductibles, if any, will be borne by the Supplier and the rejection or late settlement of any claim will not be opposed to the Company:

- (i) Workmen's Compensation insurance up to statutory limits;
- (ii) Employer's Liability up to statutory limits or US\$2,000,000 for any one occurrence, whichever is the higher;
- (iii) Automobile Insurance up to statutory limits, but not less than US\$2,000,000 for any one accident in respect of personal injury and US\$500,000 for any one accident in respect of property damage;
- (iv) General Third-Party Liability Insurance including product liability and, if applicable, contractual liability with a combined single limit of not less than US\$2,000,000 for any one occurrence for personal injury and property damage;
- (v) If applicable, Professional Liability insurance up to with limits to be agreed between the parties in writing;
- (vi) Fire and Explosion insurance in respect of the Company's property while in the care, custody or control of, the Supplier or Supplier's Contractors in amount(s) agreed in writing by the Company;
- (vii) Insurance of the Company's property against other risks to which it may be exposed while transported by or on behalf of, or while in the care, custody or control of the Supplier must also be subscribed but may be subject to exemption with the written approval of the Company.

(C) The Insurance coverage provided by the Supplier should be for the full value of and against all insurable loss or damage from whatever cause arising to property owned, hired, or leased by the Supplier or any subcontractor for use in connection with the execution of any PO under this Agreement.

(D) The Supplier shall at the Company's request and expense provide and maintain any

additional insurances to those specified under Condition (B) above as requested by the Company in writing.

(E) The Supplier shall, upon request by the Company at any time, cause its insurers (or its brokers with the Company's approval) to furnish the Company with certificates of the above-mentioned insurance policies giving evidence of the limits and the dates of effect and renewal of each insurance cover, and a statement that no insurance will be cancelled or materially changed during the term of the Agreement without thirty (30) days' prior written notice to the Company at the address shown on the certificate.

11. TERMINATION

(A) Without prejudice to any other rights or remedies to which it may be entitled, the Company may by written notice to the Supplier terminate the Order immediately and without liability in the event that:

(i) The Supplier fails within a reasonable time to return to the Company the acknowledgement copy of the Order, or the Supplier refuses or fails to make deliveries of the Products or to perform the Services within the time specified in the Order or refuses or fails to perform any other provisions of the Order and fails to remedy such breach within ten (10) days after receipt of written notice from the Company requiring remedy thereof; or

(ii) the Supplier enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with its creditors; or if a receiving order is made against it; or if an order is made or a Resolution is passed for the winding up of the Supplier (otherwise than for the purposes of amalgamation or reconstruction previously approved in writing by the Company); or if a Receiver is appointed of any of the Supplier's assets or undertaking; or if circumstances arise which entitle the court or a creditor to appoint a Receiver or Manager or which entitle the court to make a winding up order; or if the Supplier takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other Agreement between the Company and the Supplier; or if the Company reasonably apprehends that any of the above is likely to occur.

(B) Without prejudice to any other rights or remedies to which it may be entitled, the Company shall have the right at its sole discretion to terminate the Order in whole or in part at any time by giving the Supplier notice in writing. The Supplier shall on receipt of such notice immediately discontinue the supply of Products or the provision of Services. The Company shall only be liable to pay Supplier for Products received and/or Services performed and completed as at the date of termination. Such payment by the Company shall constitute full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to the Company all work completed or in progress. In no event shall the amount payable by the Company under this Condition (B) exceed the amount that would have been payable had the Order not been terminated.

12. TITLE AND RISK

The property and risk in the Products shall pass to the Company on delivery of the Products in accordance with the Order, without prejudice to any right of rejection which may accrue to the Company under these Conditions or otherwise. The Supplier shall be liable for, and indemnify the Company against, any and all liens, charges, claims and other encumbrances in respect of any and all Products or Services provided hereunder.

13. ASSIGNMENT

Neither the Order nor any part thereof shall be assigned, sub-contracted or transferred in any other manner to a third party without the Company's prior written consent. Any such consent shall not relieve the Supplier of any obligation to comply with these Conditions or the Order.

14. PRICE & TAX

(A) COMPANY shall pay Supplier the applicable prices set out in Exhibit B, it being understood that if certain prices and/or products are not listed in Exhibit B, the Parties shall agree upon the applicable prices prior to the provision of the Products. Acceptance of a purchase order specifying the product and the price shall constitute agreement on the price. All prices shall include all costs, charges, fees, costs of freight, and insurance up and including the delivery point.

(B) The applicable shipping and delivery instructions, including the applicable Incoterm, shall be set out in Exhibit B or an Order, or as applicable, in the instructions or manual provided by COMPANY. It being understood that if the applicable shipping and delivery instructions, including the applicable incoterm, are set out in Exhibit B, COMPANY may vary these terms by specifying different shipping and delivery instructions in an Order.

(C) Applicable prices, including any included price control provisions, shall be valid throughout the term of this Agreement. Where no price control provision is included, the specified price shall be valid throughout the term of this Agreement.

(D) SUPPLIER SHALL PAY AND AGREES TO INDEMNIFY COMPANY AND ITS AFFILIATES AGAINST ALL CLAIMS AND LIABILITIES FOR THE PAYMENT OF ALL TAXES AND PENALTIES INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, CORPORATE TAX, INCOME TAX, PERSONAL INCOME TAX, SOCIAL SECURITY CONTRIBUTIONS AND ANY SIMILAR TAXES LEVIED OR IMPOSED AND RELATED TO OR ASSESSED UPON THE PROFITS OR ASSUMED PROFITS OF SUPPLIER OR ASSESSED UPON THE TOTAL REMUNERATION OF ANY OF SUPPLIER'S EMPLOYEES, SUBCONTRACTORS, AGENTS AND SIMILAR ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS AGREEMENT.

(E) Subject to the exception detailed below, prices provided under this Agreement or an order under this Agreement shall cover and include Supplier's entire compensation for payment of all taxes, levies, and related charges (including value added taxes, sales taxes, customs duties and similar charges) levied or assessed on Supplier or any of its assets, employees, agents, subcontractors and similar by the relevant government for the performance of the sale by Supplier under this Agreement. Any such taxes, levies and related charges shall be separately stated on the invoice. Sufficient evidence of export shall be available where required in order to permit Supplier not to add Sales and Use tax, value added taxes or similar charges to the cost of Products supplied to COMPANY for export purposes. In the case of Products that shall not be exported, COMPANY and Supplier agree to co-operate in applying any effective legislation to

minimize the aforementioned related charges.

(F) If COMPANY is required to withhold tax from its payments to Supplier in accordance with effective legislation, COMPANY may withhold, upon notice to Supplier, income tax and/or other taxes (including but not limited to value added taxes) from amounts due to Supplier. In this case, COMPANY shall provide Supplier with all relevant payment orders and tax receipts.

(G) Upon written request of COMPANY, Supplier shall provide evidence to confirm Supplier's due compliance with governmental payment obligations.

15. TERMS OF PAYMENT

(A) Unless otherwise stated in the Order, payment of invoices shall be made within ninety (90) days from the date of receipt of undisputed invoice.

(B) The Supplier shall within forty-five (45) days of delivery to the Company provide a separate invoice for each Order, or for each installment where delivery by instalment has been accepted by the Company, which shall bear the number of the Order, details of delivery, the price, discounts and, if applicable, any related expenses referred to in the Order.

(C) The Company reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Company in connection with the Order.

(D) COMPANY SHALL NOT BE OBLIGED TO PURCHASE AND PAY FOR ANY PROVIDED PRODUCTS AND/OR SERVICES WHICH HAVE NOT BEEN REQUESTED BY VIRTUE OF A PURCHASE ORDER ISSUED BY COMPANY.

16. CONFIDENTIALITY

(A) All Information furnished to the Supplier by the Company or on its behalf and all therein shall remain the property of the Company or any holding company of the Company or any subsidiary of such holding company and shall be returned promptly to the Company (together with all copies) at the Company's request. Such Information shall be treated as strictly confidential, shall be kept safely and shall not be used or disclosed by the Supplier except strictly as required in the course of performance of this Order or any other Order. Subject to Condition (B) below, unless the Company has otherwise agreed in writing, all Information of every description prepared by the Supplier in connection with the Order shall be the Company's sole property and the Company may reproduce and use the said items freely for any purpose whatsoever.

(B) Any invention, whether or not patentable, made by the Supplier (or any subcontractor of the Supplier) in connection with, but outside the scope of the Order, shall belong to the Supplier (or its subcontractor) save that the Company shall be granted an irrevocable, royalty-free, nonexclusive license to utilize the same, under all patents, know-how and other proprietary information now or hereafter owned by the Supplier (or any subcontractor of the Supplier). In addition, the Supplier shall (so far as it is able) grant the Company an irrevocable, royalty-free, non-exclusive license to enable the Company to maintain, repair or alter any Products or any unit or component used or specified by the Supplier pursuant to the Order. The Supplier agrees to perform such acts, deeds and things as the Company may deem necessary to vest such rights as aforesaid in the Company (or any assignee of the Company).

(C) Subject to Condition (B) above, all inventions, whether or not patentable, made by the Supplier (or any subcontractor of the Supplier) and information obtained and know-how gained by the Supplier (or subcontractor of the Supplier) in connection with the Order shall belong absolutely to the Company and the exploitation of any of the aforesaid by the Supplier (or subcontractor of the Supplier) shall be limited to execution of the Order save where expressly otherwise agreed with the Company. The Supplier shall be obliged:

(i) promptly to disclose to the Company all inventions which it, its subcontractor or its or their employees have made pursuant to or in connection with the Order; and
(ii) to execute or have executed all documents and perform or have performed all such other acts, deeds and things as the Company may deem necessary or desirable to protect the Company's (or its assignee's) title to such inventions and to obtain and maintain patent coverage therefor throughout the world, subject to the Company agreeing to reimburse the Supplier for all the Supplier's reasonable costs incurred thereby.

(D) Subject to the provisions of this clause 16, a Party may disclose Confidential Information to the extent required by:

(i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
(ii) the rules of any listing authority or stock exchange on which its shares or those of any of its Group Companies are listed or traded; or
(iii) the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject.

17. TOOLING

All Tooling shall be and remains the property of the Company and the Supplier shall mark the Company's name on such Tooling. The Supplier shall at the Supplier's expense maintain all Tooling in first class condition and immediately replace any Tooling which is lost or destroyed or becomes worn out. The Supplier shall adequately insure all Tooling against loss or destruction and shall produce on demand by the Company the policy of such insurance and the premium receipts. No Tooling shall be moved from the Supplier's premises or disposed of by the Supplier without the prior written approval of the Company. No Tooling shall be used in the production, manufacture or design of any Products or materials other than those contracted for by or in pursuance neither of the relevant Order nor for larger quantities than those specified. The Company shall accept the invoicing of Tooling only if such Tooling has been specifically ordered and accepted by the Company under the Order.

18. THE COMPANY'S PROPERTY

The following provisions of this Condition shall apply to any material or property provided by the Company to the Supplier for any purpose in connection with the Order and whenever the Order requires the Supplier to repair or apply a process to Products or materials owned by the Company (hereinafter called "The Company's Property") which the Company makes available for that purpose:-

(i) The Company's Property shall be returnable on demand;
(ii) The Supplier shall indemnify the Company against loss of or damage to the Company's

Property while it is in the care, custody or control of the Supplier or of any permitted subcontractor;

(iii) the Supplier shall keep The Company's Property safe, secure and separate from all property of others and shall clearly mark The Company's Property with the Company's name. The Company's Property shall not be removed from the Supplier's premises without the Company's written authority (except for the purpose of fulfilling the Order);

(iv) the Supplier shall keep separate account of all the Company's Property and will furnish statements on request giving details, description and location thereof both before and after repair or processing (as the case may be) as well as any other information regarding the Company's Property asked for by the Company. The Company and persons authorized by it shall be entitled at all reasonable times to check and inspect the Company's Property and the Supplier's records thereof and may enter the Supplier's land and buildings for those purposes;

(v) The Supplier shall promptly pay to the Company on demand the full replacement value of any of the Company's Property which is not returned.

19. LICENSES

If the performance of the Order requires the Company to have any permit or license from any government or other relevant authority, the Order shall be conditional upon such permit or license being available at the required time.

20. ADVERTISING

The Supplier will not without the prior written consent of the Company advertise or publish in any way whatsoever the fact that the Supplier has contracted to supply the Products or the Services to the Company.

21. SEVERABILITY

Any provision or term of this Agreement which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision hereof.

22. NOTICES

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first-class post, telex, telefax or telegraph to the party concerned at, in the case of the Supplier, its last known address, and, in the case of the Company, the address appearing on the Order. Notices sent by first class post shall be deemed to have been given seven (7) days after dispatch and notices sent by telex, telefax or telegraph shall be deemed to have been given on the date of dispatch.

23. AMENDMENTS & WAIVER

No modification of the Agreement shall be of any force or effect unless in writing and signed by an authorized signatory of both Parties and expressly identified as a modification.

Failure by the Company to exercise or enforce any rights under this Agreement or at law shall not be deemed to be a waiver of any such right nor operate to bar its exercise or enforcement at any future time or times.

24. ENGLISH TEXT

In the case of conflict between the English text of this Agreement and translations into other languages, the English text shall prevail.

25. GOVERNING LAW AND ARBITRATION

These Conditions and the Order shall be governed by and construed in accordance with the laws of England. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be the LCIA in Dubai, UAE. The language to be used in the arbitration shall be English.

26. HEALTH, SAFETY & ENVIRONMENT

Supplier shall be responsible for providing a healthy and safe working environment for its employees and sub-Contractors during performance on the Company's premises. Supplier shall protect the environment, health and safety of Supplier's, subContractor' and the Company's employees and third parties from any danger associated with such works. As minimum, Supplier shall ensure that Services are performed in compliance with the Company's, Health, Safety, and Environment policy and site-specific requirements. Supplier shall report all relevant accidents, injuries and near-misses promptly to the Company.

27. FORCE MAJEURE

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

28. VARIATION

Except as set out in these Conditions, no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorized representatives.

29. INDEPENDENT CONTRACTOR

The Supplier acts solely as an independent Contractor in supplying the Products and/or performing the Services.

The Agreement, or an Order pursuant to the Agreement, shall not be construed as creating a joint-venture, partnership or the like. Neither Party shall act or be deemed to act on

behalf of the other Party (or its Affiliates), or have the right to bind the other Party (or its Affiliates). Each Party shall remain an independent entity, and act as an independent Contractor. Each Party shall at all times during the performance of the Agreement be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Supplier for the performance of the Agreement, or an Order or Statement pursuant to the Agreement, shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with all relevant federal, state and local employment laws. This includes but is not limited to the right to work and all visa and immigration laws that pertain to the employees and subcontractors of Supplier.

30. AUDIT

COMPANY shall have the right, at any time up to four (4) years after completion or cancellation of any Order pursuant to the Agreement, to audit Supplier's books, records and data in any form to verify the compliance with the terms hereof and the correctness of any invoice submitted by Supplier. Said right shall be exercised solely for the purposes defined in this Article.

31. SUSPENSION

Company shall have the right, by prior written notice to Supplier, to suspend the Work or any part thereof for any of the following reasons:

- (i) in the event of breach of a material obligation on the part of Supplier; Prior to issuing a notice of suspension, Company shall give Supplier the right to remedy such breach. If Supplier does not remedy or does not commence to remedy such breach within a reasonable period after receipt of such notice, Company may issue a notice of suspension in accordance with this provision;
- (ii) in the event that suspension is necessary due to health, safety, security or environmental issues or a Force Majeure event; or
- (iii) to suit the convenience of the Company, subject to a 30 (thirty) days notice to Supplier.

Upon receipt of a notice of suspension, Supplier shall, unless instructed otherwise:

- (i)discontinue the Work or the part thereof as detailed in the notice of suspension; and
- (ii)protect and secure the Work as deemed necessary.

32. COMPLIANCE

(A) Supplier warrants that no applicable laws or regulations shall be violated in the manufacture or sale of the Products or the provision of Services contemplated hereunder, and that Supplier shall comply with, and adhere to, all applicable laws and regulations which may apply to Supplier in connection with this Agreement, or an Order or Statement pursuant to the Agreement.

(B) Supplier hereby warrants the compliance prior to this Agreement and agrees to comply throughout the term of the Agreement with all applicable U.S. and non-U.S. export control and economic sanctions laws, regulations, and orders, including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), and the U.S. State Department's Directorate of Defense Trade Controls ("DDTC"). Specifically, Supplier covenants that it shall not -- directly or indirectly -- sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, source code, or technology (including the "Direct Product" of such technology) (collectively "the Products") received under this Agreement to or via any individual, entity, or destination, or for any use prohibited by the laws or regulations of the United States or any other applicable jurisdiction, including without limitation, OFAC-promulgated regulations, the U.S. Export Administration Regulations, and the U.S. International Traffic in Arms Regulations, without having obtained prior authorization from the competent governmental authorities as required by all such laws and regulations. Notwithstanding any other provision of this Agreement, neither Supplier nor COMPANY shall take or be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable foreign jurisdiction, including without limitation U.S. anti-boycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service.

(C) Supplier also warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers, including but not limited to the Immigration Laws. This shall include, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto.

(D) Supplier hereby agrees to comply with Company Policies and Code of Conduct uploaded on COMPANY Website (<https://www.nesr.com/assets/nesr-code-of-conduct.pdf>).

(E) Supplier's breach, or eminent breach of this Article shall constitute cause for immediate termination of this Agreement. SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD COMPANY AND ITS AFFILIATES HARMLESS AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO ANY SUCH BREACH OR EMINENT BREACH.

Global NESR Group

Signature: _____
 Signed by: _____
 Designation: _____
 Date: _____
 Place: _____

33. HUMAN RIGHTS & WORKING CONDITIONS

33.1 The Supplier shall comply with all applicable human rights and labor related laws, regulation, decisions and instruction issued by any local, international or governmental organization pertaining to employment of personnel for carrying the services in the Territory. The Supplier shall adopt fair labor and business practices as well as comply with all NESR policies with respect of labor rights, work environment, human rights and non-discrimination as amended or added from time to time.

33.2 In performing its obligations under this agreement, the Supplier shall respect human rights and ensure that its operational policies reflect the responsibility to respect human rights in accordance with the UN Guiding Principles on human rights, meaning that it shall:

- a. identify, prevent and mitigate any potential or actual adverse human rights impacts resulting from its activities or through its relationships with sub-contractors, suppliers or other third parties;
- b. remediate any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable, including through, as appropriate:
 - (i)providing adequate compensation or other appropriate remedy to any victim of the adverse impact;
 - (ii)addressing the cause of the adverse impact so as to avoid further similar adverse impacts; and
 - (iii)revising its operational policies and procedures, and any other action as may be necessary to seek to avoid similar adverse impacts in the future.

33.3 In performing its obligations under the agreement, the Supplier shall:

- a. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;
- b. have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
- c. include in its Agreements with its direct subContractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.

33.4 Supplier shall release, defend, indemnify and hold the Company harmless from and against and any claims, demands, liabilities, costs and expenses with regards to the Supplier's liabilities and obligations in this Clause.

34. GENERAL PROVISIONS

(A) The Agreement (as defined in the Form of Agreement) and any terms and conditions referred to herein embody the entire agreement between the Parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof. The Agreement shall not be modified in any manner, except by a written instrument duly signed by each Party.

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

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

(D) The headings contained in the Agreement are for convenience of reference only, and do not constitute a part of the Agreement.

(E) The terms and conditions contained in this Agreement may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the Party to which said terms and conditions benefit.

(F) The Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, submission, negotiation, or drafting hereof.

(G) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

End of Articles

This Agreement contains the entire understanding between the Company and Supplier concerning its subject matter. It supersedes all prior agreements, negotiations and discussions between the Company and Supplier concerning its subject matter.

Supplier:

Signature: _____
 Signed by: _____
 Designation: _____
 Date: _____
 Place: _____