

**TEX-ISLE SUPPLY SALES ORDER  
STANDARD TERMS AND CONDITIONS DATED OCTOBER 28, 2022**

THE TEX-ISLE SUPPLY SALES ORDER STANDARD TERMS AND CONDITIONS ARE HEREBY EXPRESSLY INCORPORATED INTO THIS SALES ORDER BY REFERENCE AND SHALL BE THE SOLE TERMS AND CONDITIONS GOVERNING THIS SALES ORDER. BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE TEX-ISLE SUPPLY SALES ORDER STANDARD TERMS AND CONDITIONS, AND BUYER AND SELLER AGREE TO BE BOUND SOLELY BY SUCH TEX-ISLE SUPPLY SALES ORDER STANDARD TERMS AND CONDITIONS IN CONNECTION WITH THIS SALES ORDER, RENDERING ANY OTHER TERMS AND CONDITIONS RELATING TO THIS SALE NULL AND VOID.

Additional copies of the Tex-Isle Supply Sales Order Standard Terms and Conditions can be obtained at:

Tex-Isle Supply, Inc.  
10000 Memorial Drive, Suite 600  
Houston, Texas 77024  
Attention: Andy Mejia  
Telephone: (713) 461-1012  
Facsimile: (713) 461-5168

or online at:

<https://www.texisle.com/company>

**TEX-ISLE SUPPLY SALES ORDER**  
**STANDARD TERMS AND CONDITIONS DATED OCTOBER 28, 2022**

**1. SCOPE AND APPLICABILITY.** These Standard Terms and Conditions ("Terms") shall apply to all quotations, offers, and sales made by, and purchase orders accepted by, Tex-Isle Supply, Inc. ("Seller"), unless these Terms directly conflict with a separate sales agreement signed by Seller and Buyer. The term "Buyer" wherever used herein shall refer to the party that receives any quotation or offer from Seller or that sends a purchase order or request for quotation to Seller. The term "Sales Order" means the quotation and / or sales order issued by Seller that incorporates these Terms, and shall include these Terms and the attachments, exhibits and documents expressly referenced in such quotation and / or sales order. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any terms and conditions of Buyer, which conflict with or are in addition to these Terms, are hereby rejected, unless Seller expressly agrees otherwise in writing. Any changes in these Terms must specifically be agreed to in writing signed by an officer of Seller before becoming binding on either party.

**2. PRICE, TAXES AND QUOTATIONS.** All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. Unless otherwise agreed to in writing by the parties, prices quoted by Seller are those current at the date of quotation and shall be subject to variation by Seller.

**3. DELIVERY, RISK OF LOSS, INSPECTION AND ACCEPTANCE.** The sale is FOB origin unless otherwise specified. Unless otherwise specified in a Sales Order, Seller shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. Risk of loss and title shall pass to Buyer at the time the products are loaded for transport at Seller's facility. Seller shall use commercially reasonable efforts to cause the products to be loaded for transport. Unless otherwise agreed in writing, delivery time is not of the essence,

and Seller shall not be responsible or liable to Buyer for any loss or damage whatsoever resulting from Seller's delay in performance in the manufacture, shipment, or delivery of the products for any reason. Buyer acknowledges that shipment schedules, if any, are approximate and are based upon market and production conditions at the time of Seller's acceptance of Buyer's order. Buyer shall accept the products upon delivery. Buyer shall inspect the products immediately upon receipt. If Buyer fails to provide written notice to Seller within thirty (30) days of receipt of the products detailing the specific aspects that are alleged to breach the limited warranty, or are otherwise non-conforming, Buyer shall be deemed to have waived the right to assert any claim whatsoever concerning the alleged breach and accepted the products without objection. Notwithstanding the immediately preceding sentence, with respect to any alleged latent defects, Buyer shall provide written notice to Seller within ten (10) days of the date that Buyer discovered, or should have discovered, such alleged latent defect, and if Buyer fails to provide such written notice, Buyer shall be deemed to have waived the right to assert any claim whatsoever concerning the alleged latent defect.

**4. PAYMENT TERMS.** Unless otherwise agreed in writing, payment shall be made within thirty (30) days from the date of invoice. Buyer agrees to pay interest on any past due, unpaid balance of one and half percent (1.5%) per month (18% per annum), or the maximum rate allowed by law, whichever is less, until paid in full. All payments are to be in United States dollars. For orders outside the United States, Seller may require payment to be secured by an irrevocable letter of credit or a bank guarantee acceptable to Seller. Where payment is secured by letter of credit, all costs of collection shall be for Buyer's account. In the event that Seller is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and costs of suit. Seller shall retain a security interest in the products until Buyer's final payment to Seller for the products.

**5. ORDER CANCELLATION, REDUCTION AND RESCHEDULING.** Orders

**TEX-ISLE SUPPLY SALES ORDER  
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may not be cancelled, reduced in quantity or rescheduled without the express written consent of Seller and without payment to Seller of such reasonable charges as Seller may specify.

**6. LIMITED WARRANTY.** Seller warrants that the products will be in substantial conformity with the specifications set forth in Seller's Sales Order, subject to tolerances and variations consistent with standard industry practices, normal variations in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods, for a period of one (1) year from the date of delivery. Buyer acknowledges that if the products are stored for more than one year, no warranty applies until the products are re-inspected and re-warranted by Seller. No other express warranty is made with respect to the products. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE.**

**7. REJECTION OF PRODUCTS.** If Buyer notifies Seller of any nonconforming products as set forth in paragraph 3, above, then Seller will, in its sole discretion, (i) repair the nonconforming products, (ii) replace the nonconforming products with conforming products, or (iii) credit or refund the purchase price for the nonconforming products. At Seller's request and direction, Buyer will return the nonconforming products at Seller's expense or dispose of the nonconforming products in a manner approved by Seller. Buyer acknowledges and agrees that the remedies set forth in this paragraph 7 are Buyer's exclusive remedies and Seller's sole liability for the delivery of nonconforming products, and except as set forth in this paragraph 7, Buyer has no right to return the products to Seller without Seller's written authorization.

**8. LIMITED LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF INCOME, DELAY DAMAGES, AND THE LIKE, ARISING OUT OF OR RELATING TO THE SALE, INSTALLATION OR USE OF ANY PRODUCTS THAT ARE THE SUBJECT OF THE SALES ORDER.** In addition, Seller's aggregate liability for any claim sounding in contract or tort, including but not limited to breach of contract, breach of any (express or implied) condition, warranty or representation, negligence, strict liability, or products liability, shall be limited in respect of any occurrence or series of occurrences to the lesser of the contractual value of the products that are the subject of the Sales Order or \$1,000,000.00 (U.S.).

**9. INDEMNITY.** To the maximum extent allowed by law, Buyer shall release, defend and indemnify Seller and its affiliates, including its and their employees and agents ("Seller Indemnified Parties"), against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) (collectively, "Liabilities") that the Seller Indemnified Parties may incur or be obligated to pay as a result of any claims by Buyer, and by Buyer's parent, subsidiaries, affiliates, partners, customers, working interest participants, joint venture partners, contractors of any tier, and the managers, members, owners, directors, shareholders, officers, employees, agents, representatives, and invitees of all of the foregoing (together, "Buyer Group") for bodily injury, illness, death or property damage arising out of the Sales Order, **REGARDLESS OF FAULT, AND EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR STRICT LIABILITY OF ANY OF THE SELLER INDEMNIFIED PARTIES.**

To the maximum extent allowed by law, Seller shall release, defend and indemnify Buyer and its affiliates,

**TEX-ISLE SUPPLY SALES ORDER**  
**STANDARD TERMS AND CONDITIONS DATED OCTOBER 28, 2022**

including its and their employees and agents (“Buyer Indemnified Parties”) against all Liabilities that the Buyer Indemnified Parties may incur or be obligated to pay as a result of any claims by Seller, and by Seller’s parent, subsidiaries, affiliates, partners, working interest participants, joint venture partners, contractors of any tier, and the managers, members, owners, directors, shareholders, officers, employees, agents, representatives, and invitees of all of the foregoing (together, “Seller Group”) for bodily injury, illness, death or property damage arising out of the Sales Order, **REGARDLESS OF FAULT, AND EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR STRICT LIABILITY OF ANY OF THE BUYER INDEMNIFIED PARTIES.**

The Parties agree to support their respective defense and indemnity obligations herein with commercial general liability insurance covering third party bodily injury and property damage, with premises and operations coverage, independent contractor’s contingent coverage, and contractual liability covering liabilities assumed under this agreement, with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

**10. FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for any delay or failure in the keeping or performance of its obligations under any agreement and these Terms during the time and to the extent that any such failure arises by reason of Force Majeure. Force Majeure means any causes beyond the reasonable control of the party affected thereby, including but not limited to the following: acts of war or the public enemy, whether war be declared or not, including terrorism; public disorder, pandemics or epidemics, insurrection, rebellion, sabotage, riots or violent demonstrations; earthquakes, hurricanes, tornadoes, floods, unusually severe weather or other natural calamities, disasters or acts of God; fire or explosion; strikes, lockouts or other industrial action by workers or employees of Seller or of third parties not under the contractual control and supervision of Buyer; power surges or outages, cyber-attacks, breakdowns, malfunctions, or interruptions of computer facilities,

however caused; shortage of supply, materials or fuel; electrical, mechanical or equipment breakdowns or other mechanical failures; acts of the government of the United States, the individual states, or county or local governments or acts of any foreign country. Upon the occurrence of an event of Force Majeure the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall resume the keeping and performance of the respective obligation after the cause of Force Majeure has come to an end. If an event of Force Majeure occurs and continues for a period of fifteen (15) calendar days from the date of occurrence of such Force Majeure event, the parties shall meet and make reasonable efforts to resolve the problem. During the existence of a Force Majeure event each party shall bear its own costs resulting therefrom. If the Force Majeure event continues for a period in excess of thirty (30) calendar days from the date of occurrence of such event, either party may terminate the applicable Sales Order(s).

**11. EXPORT REGULATIONS.** Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to its purchase of products from Seller.

**12. ASSIGNMENT; SUBCONTRACTING.** Seller shall be entitled to assign or subcontract its rights under the Sales Order (in whole or in part) as it deems necessary or desirable. Buyer shall not be entitled to assign its rights with respect to the Sales Order without the express written consent of Seller.

**13. STATUTE OF LIMITATIONS.** Subject to Section 3, no claim, action, or cause of action arising out of any claimed breach of these Terms or the transaction hereunder contemplated may be asserted or brought by Buyer against Seller in any forum whatsoever more than one (1) year after the date on which such claim, action, or cause of action has accrued.

**TEX-ISLE SUPPLY SALES ORDER  
STANDARD TERMS AND CONDITIONS DATED OCTOBER 28, 2022**

**14. WAIVER.** Failure by either party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

**15. SEVERABILITY.** The invalidity or unenforceability of any particular provisions of these Terms shall not affect the other provisions hereof, and these Terms shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**16. CLAIMS AND DISPUTE RESOLUTION.** As a condition precedent to commencing any lawsuit or proceeding or asserting any legal or equitable claims, demands or causes of action of any nature whatsoever against Seller arising directly or indirectly under or otherwise in connection with, out of, related to or from these Terms or the sale of the products, Buyer must provide notice to Seller as set forth in section 3, if applicable. For all other claims, the parties agree that any claims and disputes shall be resolved first through good faith direct negotiation between Buyer and Seller through their respective representatives unless either party, in their sole and absolute discretion, deems such negotiations: (1) would be futile or (2) would prejudice such party's rights due to the applicable statute of limitations or any other reason.

**17. APPLICABLE LAW AND VENUE.** All lawsuits, actions or proceedings arising directly or indirectly under or otherwise in connection with, out of, related to or from these Terms or the sale of the products shall be brought only and exclusively through binding arbitration before a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Harris County, Texas, USA. The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply to and are expressly excluded from this Sales Order. Instead, the parties agree that this Sales Order shall be governed by the applicable provisions of the Uniform Commercial Code, as codified under Texas statutory law.

**18. JURY WAIVER. IN ANY DISPUTE BETWEEN THEMSELVES, EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE SALES ORDER.** Each party will bear its own expenses in any dispute resolution proceeding.

**19. CONTROLLING TERMS.** These Terms supersede any conflicting terms or conditions received from Buyer. If the Sales Order has been issued by Seller in response to an offer by Buyer, and if any of the terms within the Sales Order are different from or additional to any terms of Buyer's offer, then the issuance of the Sales Order by Seller will constitute a conditional acceptance of Buyer's offer as amended by the Sales Order and will result in a binding contract if Buyer assents by execution or performance thereof. If Buyer includes or attaches any different or additional terms in Buyer's purported and executed acceptance, but proceeds to commence performance or tender all or any part of the Sales Order, then Buyer expressly agrees that such execution constitutes an acceptance of the Sales Order issued by Seller, including these Terms, and that the binding contract will consist of the Sales Order issued by Seller (including these Terms) and will not include Buyer's different or additional terms or conditions. Any Buyer generated document that contains terms additional to or different from these Terms or that purport to reject any term of this Sales Order, shall not be binding upon Seller unless specifically accepted in writing by an authorized representative of Seller, notwithstanding any course of performance or contrary provision of the Uniform Commercial Code or other provision of law.

**20. NOTICE.** Any notice required or permitted under the Sales Order shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier (for example, Federal Express), or certified U.S. mail (with postage prepaid and return receipt requested), in each case directed to the street address referenced within the Sales Order, or to such address as may be designated by either party from time to time by written notice to the other party. For purposes of the Sales Order, any such notice shall be deemed received

**TEX-ISLE SUPPLY SALES ORDER**  
**STANDARD TERMS AND CONDITIONS DATED OCTOBER 28, 2022**

as follows: (i) if such notice is sent by hand delivery or nationally recognized overnight courier, then upon actual receipt; (ii) if such notice is sent by certified mail, then upon the earlier of (A) actual receipt or (B) five (5) business days after deposit of such notice in the U.S. mail.

**21. ENTIRE AGREEMENT.** These Terms and the Sales Order constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersedes all other prior agreements.