



PREMIER TERMS AND CONDITIONS FOR PURCHASE ORDERS

The following terms and conditions (“**PREMIER TERMS AND CONDITIONS FOR PURCHASE ORDERS**” or “**PREMIER PO T&Cs**”) are the terms and conditions applicable to (i) any PREMIER company mentioned on the purchase order as the company to which the products are sold/for which the services are performed or (ii), if such reference does not appear on the purchase order, the company to which the products and/or services are invoiced (herein collectively referred to as “PREMIER”), purchases products and/or services from a supplier (“Supplier”). For clarity, Supplier acknowledges and agrees that only the buyer named on the face of the purchase order or the buyer to which the products and/or services are invoiced shall be liable to Supplier for any products and/or services supplied under that purchase order, including payment obligations in connection with said purchase order.

TERMS AND CONDITIONS FOR PURCHASE ORDERS; AGREEMENT

1. Subject to the terms and conditions hereof, PREMIER may, from time to time, purchase from Supplier the products and/or services set forth in the purchase order submitted by PREMIER (herein the “Products and/or the “Services”) at the price indicated therein, and Supplier may provide the same to PREMIER.
2. To purchase Products and/or Services, PREMIER shall submit a purchase order (“Order”). The Order shall set out the type, quantity, price and required date of delivery of the Products and/or performance of Services, and other relevant information. Supplier shall expressly/formally notify its acceptance or refusal of the Order within four (4) working days from Order submission (unless a different period is stated on the Order). Orders not formally accepted in accordance with the preceding sentence shall be deemed rejected by Supplier and PREMIER reserves the right to cancel such rejected Orders. PREMIER shall have no obligation of payment with respect to such rejected or cancelled Orders.
3. PREMIER shall not be obligated to purchase and pay for any Products and/or Services which have not been included in an Order. PREMIER shall not be obligated to purchase and pay for any Products and/or Services which have been included in an Order not approved by the duly authorized representative of PREMIER with respect to traditional Orders.
4. In case of conflict or inconsistency between an Order and these PREMIER Terms and Conditions for Purchase Orders, these PREMIER Terms and Conditions for Purchase Orders shall prevail. In case of conflict or inconsistency between the provisions hereof and any applicable laws or regulations, the provisions hereof shall prevail, to the extent legally possible (and to the extent legally impossible, be amended accordingly).
5. Except as provided for in Articles 6 and 7, any additional, contrary or different terms (i) provided by Supplier during the performance of the Order, (ii) contained or referred to in any form generally used by Supplier, or any correspondence which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing, are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished. Any attempts to modify, supersede, supplement or otherwise alter these PREMIER Terms and Conditions for Purchase Orders, are deemed rejected by PREMIER and will not modify these PREMIER Terms and Conditions for Purchase Orders or be binding on the parties, unless such terms have been fully approved in a written instrument signed by the duly authorized representatives of the parties.
6. If a separate agreement exists or is subsequently entered into between the parties named on the face of the Order with respect to the Products and/or Services covered in such Order, that agreement shall apply in place of these PREMIER Terms and Conditions for Purchase Orders.
7. If a confidentiality agreement, a licensing agreement, joint development agreement or other intellectual property related agreement entered into by the parties with respect to the Products and/or Services covered in the Order (“IP Agreement”) exists and is valid at the time of the purchase of Products and/or Services, that agreement shall govern all intellectual property related matters and all disclosures between the parties and shall apply in addition to these PREMIER Terms and Conditions for Purchase Orders. In case of conflict or inconsistency between the provisions of the IP Agreement and the provisions of the PREMIER Terms and Conditions for Purchase Orders, the provisions of the IP Agreement shall prevail.
8. For the purposes hereof, “Affiliate” of a party means an entity that directly or indirectly through one or more intermediaries, controls or is controlled by that party, or an entity that is controlled by the same entity that controls the party. Control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in a general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity.
9. Except as provided for in Articles 6 and 7, each Order shall be subject to and governed by these PREMIER Terms and Conditions for Purchase Orders. These terms and conditions shall apply to all Orders, regardless of whether they are referenced in the Order.
10. PREMIER’s submission of an Order shall be deemed an offer to purchase the Products and/or Services under the terms and conditions contained or referred to herein. Once Supplier (i) accepts an Order; (ii) initiates performance (by shipment/delivery of the Products and/or performance of the Services in whole or in part), or (iii) uses any other method to express its assent to the provisions hereof, there shall be a binding contractual relationship/agreement between the parties consisting of the Order and the terms and conditions contained or referred to herein.
11. The parties expressly acknowledge and agree that their relationship hereunder shall be non-exclusive, and that each of them may, subject to the obligations hereof pertaining to proprietary or confidential information or the like, enter into substantially similar agreements with other parties with respect to (i) products and/or services similar (or substantially similar) to the Products and/or Services contemplated hereunder, or part thereof, or (ii) as applicable, the Products and/or Services, or part thereof. If Products are customized for PREMIER in accordance with PREMIER’s proprietary specifications, designs and requirements, Supplier shall not supply, manufacture, offer to supply or manufacture, otherwise provide, or enter into any agreement to provide any such PREMIER-designed Products or articles of manufacture to others, unless otherwise expressly agreed to by PREMIER in writing.
12. The parties expressly acknowledge and agree that PREMIER makes no commitment of any kind with respect to a business volume or the like, notwithstanding anything herein to the contrary.

PRICES & TAXES

13. PREMIER shall pay Supplier the prices set out in the Order.
14. Supplier warrants that the applicable prices are no more than the prices charged to other clients for contemporaneous sales of similar Products and/or Services, in the same or substantially similar volumes, and under substantially similar terms and conditions.
15. Except as otherwise agreed by the parties in writing, the prices (rates of compensation) provided in the Order shall include all applicable taxes, duties, and levies including, without limitation, those described in Articles 16,17,18, and 19, paid, payable, levied or assessed on Supplier or any of its employees, agents, subcontractors and similar by the relevant government, and arising directly or indirectly from the sale of Products and/or performance of Services by Supplier under the Order.
16. Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) including, by way of illustration and not limitation, corporate tax, income tax, branch profit tax, capital gains tax, or franchise tax payable, levied, imposed, or assessed upon the revenue, profits, or assumed profits of Supplier arising directly or indirectly from the performance of the Order.

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17. Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Order.
18. Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, sales and use tax, value-added tax, customs and import duties and levies and similar charges payable, levied or imposed on the procurement of goods or services by Supplier or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Order.
19. The prices are exclusive of Value Added Tax and/or Sales Tax. Notwithstanding the provisions of Article 8.4, if applicable, Value Added Tax and/or Sales Tax will be added to Supplier's invoices and such invoices will be presented in accordance with applicable regulations with respect to Value Added Tax and/or Sales Tax.
20. PREMIER may, without liability to Supplier, withhold any taxes or other government charges or levies from any payments which would otherwise be made by PREMIER to Supplier to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. PREMIER shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Supplier holding an appropriate valid exemption certificate it is the duty of Supplier to: (i) inform PREMIER on a timely basis that such a certificate is held and to inform PREMIER of any change to or cancellation of the certificate and; (ii) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of PREMIER to withhold or deduct any taxes from Supplier does not remove the liability for those taxes from being declared and paid by Supplier.
21. Supplier shall defend, indemnify, and hold PREMIER harmless from and against any and all liabilities to any competent authority resulting from Supplier's failure to (i) make timely payment of or pay any of the charges specified in Articles 16,17,18, or 19 above, including interest, penalties and any other liability arising from such failure, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.
22. In the event that PREMIER receives a direct request from any governmental authority requesting information regarding Supplier, and upon written request by PREMIER, Supplier shall provide evidence to confirm Supplier's compliance with governmental tax reporting and payment obligations.

WARRANTIES

23. Supplier represents and warrants that: (a) it shall obtain and maintain all licenses and permits required under applicable laws and regulations in connection with the supply of Products and/or the performance of Services; (b) none of the Products and/or Services or PREMIER's use and/or enjoyment thereof in accordance with the Order shall infringe any intellectual property right of any third party.
24. Supplier represents and warrants that for a period of twenty four (24) months from the date of delivery to PREMIER or eighteen (18) months from the Products first being placed into service by the original end user, whichever is later (except as otherwise agreed in the Order):
 - the Products shall 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 PREMIER),
 - the Products shall be certified (if applicable), and comply with all applicable laws (including without limitation environmental, health and safety laws, rules and regulations),
 - Supplier shall have good and marketable title to all Products delivered to PREMIER, free from and clear of any liens, claims, encumbrances, and
 - Supplier is the owner or has the legal right to provide the Products to PREMIER. Notwithstanding the foregoing, with regards to raw materials used in manufacturing by PREMIER, Supplier's warranties of merchantability or fitness for the purposes intended are excluded.

If any Products are found not to be as warranted, PREMIER may return the same to Supplier, at Supplier's expense and risk, for correction, replacement, refund or credit, as PREMIER may direct. Any Products repaired or replaced shall be warranted for an additional period equal to the same duration as the Products initially furnished.
25. Supplier warrants and represents that all Services shall be performed by skilled and experienced personnel with all due care and diligence, in a timely, workmanlike and safe manner, in accordance with the highest industry standards and in compliance with all applicable laws and regulations and all other requirements of the Order. The warranty period begins on the commencement date of the Services and ends twelve (12) months following the last date of performance of the applicable Service. Defective Services shall be re-performed or corrected by Supplier at Supplier's expense and risk, or credited, at PREMIER's sole discretion. Any Services re-performed shall be warranted for the same duration as the Services initially performed.
26. Products and/or Services may incorporate components manufactured by third parties. To the extent that such components are warranted against defects by their original manufacturers, and to the extent that such warranties are assignable to PREMIER, Supplier shall assign to PREMIER any rights and remedies it has relating to such components. Supplier further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Supplier to perform such warranty obligations.
27. PREMIER may decide that Supplier's correction of the defects will be prejudicial to PREMIER's interests. Should PREMIER elect to undertake Supplier's responsibilities as described in Articles 24 and 25, directly or through a third party, PREMIER shall notify Supplier accordingly and shall be entitled to recover from Supplier the full amount incurred by PREMIER as a direct result of carrying out such responsibilities.
28. The foregoing warranties and remedies shall apply to the benefit of PREMIER, its Affiliates, or its or their clients, and shall not be affected by delivery to, inspection, acceptance or payment by, PREMIER.

TERMINATION; CANCELLATION

29. PREMIER may cancel an Order, in whole or in part, without any penalty, at any time prior to its acceptance by Supplier, as set forth in Article 2
30. Termination for cause
 - (a) Either party may terminate an Order, in whole or in part, if a Force Majeure event lasts for more than fifteen (15) consecutive days.
 - (b) PREMIER may terminate an Order for cause, in whole or in part, without any penalty, in the event of Supplier's default or failure to (i) comply with the terms and conditions hereof, or (ii) comply with the specific instructions of an Order accepted by Supplier (including without limitation failure to timely deliver the Products and/or perform the Services, whether said failure occurred or was announced by Supplier), or (iii) provide reasonable assurance of future performance.
 - (c) PREMIER may terminate an Order for cause, in whole or in part, without any penalty, if Supplier becomes bankrupt or insolvent, or if Supplier's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Supplier or otherwise, or undergoes any proceeding analogous to the foregoing.
 - (d) If an Order is terminated pursuant to Paragraphs (a) to (c) above, PREMIER may require Supplier to (i) transfer title to, and deliver to PREMIER, in the manner, time, and extent directed by PREMIER, any completed Products, or such partially completed Products and materials, parts, tools, designs, fixtures, plans, drawings and information, and transfer contract rights that Supplier acquired for the



- performance of the terminated part of the Order, (ii) grant to PREMIER a royalty-free, assignable and non-exclusive license to use and permit the use of the Products, and (iii) grant to PREMIER access to Supplier's designs, processes, drawings, and technical data to permit completion by PREMIER of the terminated part of the Order.
- (e) If an Order is terminated pursuant to Paragraphs (b) and (c) above, then at its discretion, PREMIER may perform or have a third party perform the work reasonably necessary to repair, replace or complete the Services, and/or supply the defective Products. Supplier shall pay to PREMIER the full amount expended by PREMIER on such supply, repair, replacement or completion plus any other reasonable and direct loss or damage incurred by PREMIER as a result of Supplier's default.
31. Termination for convenience
- (a) PREMIER may terminate an Order for convenience, in whole or in part, at any time after acceptance by Supplier. The termination notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. After receipt of said notice, Supplier shall stop the performance of said work to the extent specified in the notice of termination.
- (b) If an Order is terminated pursuant to Paragraph (a) above, the following shall apply:
- With respect to standard/non-customized Products not manufactured according to PREMIER's proprietary specifications, no payment shall be owed by PREMIER if the termination occurs prior to the shipment/delivery of the Products. If the termination occurs after the shipment/delivery of the Products, Supplier shall be paid a reasonable termination charge reflecting the documented non-recoverable packing and shipment/delivery costs actually incurred by Supplier, if any, not to exceed a maximum of thirty percent (30%) of the applicable price for the terminated part of the Order.
 - With respect to non-standard/customized Products manufactured according to PREMIER's proprietary specifications, Supplier shall be paid a reasonable termination charge reflecting the work actually performed prior to the termination notice, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof).
 - With respect to Services, Supplier shall terminate all work and commitments made under or pursuant to the Order to the extent specified in the termination notice. Supplier shall be paid for the Services satisfactorily performed up to the date of receipt of the termination notice.
- (c) PREMIER may, at any time, reschedule an Order, in whole or in part, to any date within fifteen (15) months of the most recently acknowledged due date at no additional cost. The notice of reschedule shall specify which Order lines, Product numbers, and quantities shall be rescheduled. Supplier shall leave the Products at their current unfinished state until the normal manufacturing lead time before the rescheduled delivery is reached. If after fifteen (15) months PREMIER has not requested the completed Products, the Order shall be terminated and PREMIER shall pay Supplier for the costs defined in Paragraph (b) above.
- (d) If an Order is terminated pursuant to Paragraphs (a) to (c) above, if applicable, Supplier shall submit to PREMIER in writing a detailed and substantiated statement of any applicable termination charges set forth in this Article 31 within thirty (30) days from the receipt of the termination notice.

PAYMENT

32. Supplier shall within thirty (30) days after the shipment or delivery of the Products and/or performance of the Services (unless otherwise agreed by PREMIER) submit to PREMIER an invoice for such Products and/or Services. Each invoice shall be in the format required by PREMIER, and shall state the Order reference number. Payment of correctly submitted invoices shall be made by PREMIER within sixty (60) days from the date of receipt of invoice unless otherwise required by the laws of the country where the Products are delivered and/or the Services are performed, and unless, (i) in PREMIER's reasonable opinion, the Products are defective and/or the Services are unsatisfactorily performed, or fail to conform to the warranties or representations provided hereunder, (ii) PREMIER disputes the correctness of the invoice submitted, in which case the parties shall use their best efforts to settle their dispute at the earliest, or (iii) different payment terms are specified in the Order. Payments made by PREMIER shall not constitute acceptance of the Products and/or Services, or be construed as a waiver of any rights PREMIER may have hereunder for defective or non-conforming Products and/or unsatisfactorily performed Services. PREMIER may set off any amount owed by PREMIER to Supplier against any amount owed by Supplier to PREMIER. Supplier shall be liable for any and all costs associated with incorrect invoicing. As applicable, any early payment discount may be mutually agreed upon in the Order. PREMIER reserves the right to reject any invoice submitted more than six (6) months after the final goods receipt for Products or the completion of the Services contemplated under the corresponding Order.
33. Supplier shall make a full inspection of the Products specified in an Order prior to shipment; however the same shall be subject to PREMIER's inspection and approval prior to acceptance and/or payment. If in PREMIER's reasonable opinion, the Products fail to conform to agreed specifications or are otherwise defective, PREMIER has the right to reject the same, and require prompt replacement or rectification thereof by Supplier, at Supplier's expense and risk. Without prejudice to the foregoing, title to the Products shall pass from Supplier to PREMIER upon delivery or payment, whichever comes earlier unless otherwise agreed by the parties in the Order. Additionally, PREMIER may, at Supplier's expense and risk, return quantities in excess of the amounts specified in the Order.

GENERAL PERFORMANCE

34. Supplier shall record each Order performed by Supplier and upon PREMIER's request, Supplier shall provide PREMIER with a report detailing the types and quantities of, and aggregate price for, the Products and/or Services purchased by PREMIER during the period indicated by PREMIER.
35. Neither party shall hire, solicit, or accept solicitation (either directly or indirectly) from the employees of the other party directly involved in the performance of an Order during the term of the Order and for a period of one (1) year thereafter, except as the parties may agree on a case-by-case basis. The foregoing does not affect the rights of either party's employees to apply for a position within the other party's organization.
36. Supplier shall take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of supplying the Products and/or performing the Services, in accordance with applicable laws and regulations and best industry practices. Supplier shall monitor its compliance with the foregoing.
37. As applicable, if after delivery of the Products to PREMIER, the Products are sent back to Supplier's facility for Supplier to assess the need and cost of repairs not covered under the warranty (if any), the risk of loss of, or damage to, such Products while at Supplier's facility (excluding the transport phase to and from said facility, unless otherwise agreed by the parties) shall be borne by Supplier.
38. Unless otherwise specified, all Products shall be packed, marked and otherwise prepared for shipment in a manner which (i) complies with applicable regulations, (ii) is acceptable to common carriers, (iii) provides necessary lifting, handling, and shipping information (and other relevant information identified by PREMIER), (iv) is adequate for storage and protection against weather, and (v) is appropriate to ensure safe arrival of the Products at



the named destination, in good condition (the foregoing includes as required, the use of cushioning material or vacuum packing to prevent damage during transportation).

39. PREMIER reserves the right to select the means of transport and carrier for shipment of the Products, notwithstanding anything herein.
40. International customs regulations require that duty be paid on the true net value of imported goods. For this reason, and unless transportation is provided by PREMIER, charges such as packing, freight, handling, etc., must not be separately itemized on invoices submitted for payment against Orders; therefore any such charges must form part of the price quoted by Supplier.
41. Supplier shall ensure that all Products containing radioactive or hazardous materials are properly classified, described, packaged, labeled and shipped in compliance with all applicable laws and regulations and in observation of any codes of practice pertaining thereto.
42. All deliveries shall be made during normal business hours on the scheduled delivery date and at the place indicated in the Order unless otherwise agreed to by PREMIER. In the event that the Order specifies a "period for delivery", Supplier shall give reasonable notice of the proposed time and date of actual delivery of the Products. Partial deliveries shall not be accepted without PREMIER's prior authorization.
43. If Supplier delivers the Products in a more expensive way than specified, any increased transportation costs shall be paid for by Supplier unless PREMIER has caused the necessity for such expedited handling.
44. Supplier shall provide PREMIER with product manuals, maintenance manuals and any other information relevant to the use and/or maintenance of the Products ("Product Documentation") as set forth in the Order. Supplier hereby grants PREMIER the right to (i) make unlimited reproductions of the Product Documentation, (ii) upload the Product Documentation into any Systems accessible by PREMIER's employees, contractors, sub-contractors and agents, (iii) create derivative works of the Product Documentation, (iv) include the Product Documentation or derivative works thereof within PREMIER's product manuals, maintenance manuals and/or any other information relevant to the use and/or maintenance of PREMIER's products and services which include the Products set forth in the applicable Order, and (v) present or otherwise provide the Product Documentation or derivative works thereof to clients of PREMIER.
45. PREMIER shall have the right at any time to make changes in an Order including type of Products and/or Services and time, method and place of delivery/performance. If said changes trigger increased or decreased costs or a longer or shorter period for delivery and/or performance, or impacts any of the other conditions applicable to the Order as originally submitted, Supplier shall so notify PREMIER within four (4) working days from Order changes receipt (unless a different period is stated on the Order change), in the form used for Order changes submission with respect to Electronic Orders. Should Supplier be unable to perform the requested changes, Supplier shall formally reject the change Order request. Should Supplier be able to perform the requested changes, the parties shall agree on the applicable changes in the original conditions, based upon the supporting documentation submitted by Supplier, and PREMIER shall elect whether to proceed or not with the change.
46. Supplier shall not have the right at any time to make changes in any Order, unless PREMIER expressly agrees thereto.
47. Supplier shall make the Products available to PREMIER and/or perform the Services in accordance with any dates specified in the Order or as otherwise agreed by the parties ("Delivery Dates"). Supplier acknowledges that time is of the essence in relation to the timing of all Products deliveries and any Service performance under the Order.
48. Supplier shall provide all personnel, equipment and materials required for the performance of the Services, and such personnel, equipment and materials shall be compliant with warranties provided by Supplier herein. The applicable prices include payment for such personnel, equipment and materials, except as may be expressly agreed otherwise by the parties in the applicable Order. Supplier shall pay all costs associated with personnel provided by Supplier, including, but not limited to, wages, overtime, food and accommodation.
49. In regards to personnel performing under an Order, Supplier will ensure that all required checks for any member of its personnel have been carried out, as follows: (i) the security checks that may be determined by PREMIER for certain sites/projects, (ii) industry certification and/or qualification checks, (iii) other standard industry checks for compliance with applicable legal requirements (if any), and (iv) where the Services are performed in the United States, I-9 employment eligibility verification.
50. PREMIER may instruct Supplier to remove from PREMIER's premises any person engaged in any part of the Services who in the reasonable opinion of PREMIER is: (i) incompetent or negligent in the performance of his or her duties; (ii) engaged in activities which are contrary or detrimental to the interests of PREMIER; or (iii) is not conforming to PREMIER's workplace policies and standards. Where PREMIER is dissatisfied with the performance of any of Supplier's workers, PREMIER may notify Supplier of its dissatisfaction and terminate the Order.
51. Supplier shall immediately report in writing to PREMIER any claim or demand for injury, death, property damage or loss, or any accident involving any person or property in connection with the supply of Products and/or performance of Services under an Order.
52. PREMIER accepts no responsibility for any loss or damage to personal belongings of Supplier's workers.
53. Supplier shall not allow any liens to attach to the Products or to any property of PREMIER, or to the property of PREMIER's clients as a result of Products supplied and/or Services performed by Supplier, and Supplier shall furnish, upon request, receipts and releases showing that all related costs and expenses have been paid, and that no third party claims, liens or rights of liens exist by reason thereof against PREMIER, its clients and its their property. Supplier shall indemnify, defend and hold PREMIER and its clients harmless from said liens and claims arising out of or connected with the manufacture, supply or delivery of the Products and/or performance of the Services by Supplier.

LIABILITIES AND INDEMNITIES

54. Regardless of where/when title to the Products is transferred, the risk of loss of or damage to the Products shall pass to PREMIER at the time and place of delivery.
55. SUBJECT TO ARTICLE 54 SUPPLIER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD PREMIER, ITS PARENTS, ITS AFFILIATES, ITS CONTRACTORS (EXCLUDING SUPPLIER) AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES ("PREMIER GROUP") HARMLESS FROM AND 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 ("CLAIMS") ARISING OUT OF DEATH, ILLNESS OR INJURY, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LOSS, DAMAGE OR COST, AS A RESULT OF OR IN CONNECTION WITH (I) WORKMANSHIP DEFECTS IN THE PRODUCTS, (II) FAILURE TO DELIVER THE PRODUCTS IN ACCORDANCE WITH THE RELEVANT SPECIFICATIONS, (III) THE NEGLIGENT ACT OR OMISSION OF SUPPLIER, ITS PARENTS, ITS AFFILIATES, ITS SUBCONTRACTORS AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES ("SUPPLIER GROUP") UNDER THE ORDER, OR (IV) SUPPLIER GROUP'S BREACH OF THEIR OBLIGATIONS UNDER THE ORDER, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN ANY PRODUCTS.
56. SUPPLIER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD PREMIER GROUP HARMLESS FROM AND 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 AND/OR SERVICES (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED PROPRIETARY DESIGNS FURNISHED BY PREMIER. THE FOREGOING INDEMNITY IS CONDITIONAL UPON (I) PROMPT WRITTEN NOTICE OF ANY CLAIM TO SUPPLIER, PROVIDED HOWEVER THAT PREMIER'S FAILURE TO PROVIDE OR DELAY IN PROVIDING SUCH NOTICE SHALL NOT RELEASE SUPPLIER OF ITS OBLIGATIONS UNDER



THIS ARTICLE 20.3, EXCEPT TO THE EXTENT SUCH FAILURE OR DELAY PREJUDICES THE DEFENSE, (II) SUPPLIER'S CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM, AND (III) REASONABLE COOPERATION AND ASSISTANCE BY

57. PREMIER IN THE DEFENSE AND SETTLEMENT OF SUCH CLAIM AT THE EXPENSE OF SUPPLIER. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY PREMIER WITHOUT SUPPLIER'S PRIOR WRITTEN CONSENT. PREMIER SHALL AT ALL TIMES HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT ITS OWN EXPENSE. IF ANY PRODUCTS AND/OR SERVICES (OR PART THEREOF), OR USE THEREOF, BECOME, OR IN SUPPLIER'S OPINION, ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL PROCURE FOR PREMIER THE RIGHT TO CONTINUE THE USE THEREOF, OR REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON- INFRINGING (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST PREMIER GROUP 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.
58. SUPPLIER SHALL INDEMNIFY AND HOLD PREMIER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS WHICH ARE OR MAY BE ASSERTED BY ANY REGULATORY OR GOVERNMENTAL AUTHORITY OR THIRD PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO ACTIVITIES WHICH ARE UNLAWFUL OR IN BREACH OF ANY ORDER, OR WHICH ARE NOT AUTHORIZED UNDER TERMS OF ANY ORDER.

INSURANCE

59. Supplier's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to PREMIER, including at least the following policies:
- Comprehensive General Liability including but not limited to Contractual Liability Cover, with limits in respect of bodily injury and/or property damage of not less than US Dollars one million (US\$1,000,000) per occurrence;
 - Professional Liability with limits of not less than US Dollars two million (\$2,000,000) per occurrence if applicable;
 - Worker's Compensation and Employer's liability in compliance with local statutory requirements;
 - As applicable, Automobile Liability as may be required by statute or similar regulations in the country of operations; and
 - Any other insurance reasonably required by the applicable law.
60. 21.2 Said policies shall be taken out by Supplier at its cost, with a reputable insurance company, and shall be evidenced by insurance certificates to be provided upon PREMIER's request. Said policies shall name PREMIER as an additional insured, to the extent of the liabilities assumed by Supplier hereunder (except for Worker's Compensation and Professional Liability), and shall be endorsed to provide that (i) no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to PREMIER, and (ii) Supplier's insurers shall waive their rights of subrogation against PREMIER to the extent of the liabilities assumed by Supplier hereunder.

CONFIDENTIALITY

61. Supplier acknowledges that during the performance of an Order, any information of PREMIER Group, disclosed to, or obtained by, Supplier Group as a result of said performance shall be deemed confidential and proprietary to PREMIER ("Confidential Information"). Without limitation to the foregoing, Supplier acknowledges that (i) the specifications, requirements, designs and the like for the manufacture of the Products and/or the performance of the Services (as applicable), and (ii) the content of any Order (whether accepted or not by Supplier), shall be deemed confidential and proprietary to PREMIER.
62. Supplier shall (i) treat as secret and confidential, and (ii) not, at any time, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of (except for the purpose of performing an Order, provided that the disclosure is made to the employees of Supplier on a need-to-know basis), or permit use to be made of any Confidential Information, except with PREMIER's express written consent.
63. The foregoing shall not apply to any Confidential Information that (i) can be shown by documentary evidence to have been previously known to Supplier at the time of disclosure, (ii) is independently developed by Supplier without breach of its obligations hereunder, (iii) is lawfully obtained from a third party without restriction on use or disclosure, (iv) is or becomes part of the public domain through no fault of Supplier, or (v) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give PREMIER sufficient prior notice in order to contest such requirement or order.
64. Supplier shall use the same degree of care to avoid unauthorized disclosure of the Confidential Information as it employs with respect to its own confidential/proprietary information of similar quality and nature, but employing no less than a reasonable standard of care.
65. Supplier expressly acknowledges that the disclosure made by PREMIER does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of the Order, and nothing contained herein shall be construed as granting or conferring any rights to PREMIER's trademarks, inventions, copyrights, patents or the like.
66. Upon expiry, cancellation or termination of the Order for whatever reason, Supplier shall return all Confidential Information to PREMIER, and shall not be entitled to make or retain copies thereof. The foregoing does not apply to the Order/the terms of the Order. If Supplier is unable practically or economically to destroy all electronically held Confidential Information, Supplier undertakes that such Confidential Information not so destroyed will not be used subsequently by Supplier or any persons to whom it has disclosed the same and will be held subject to the terms of this Agreement. The return or destruction of Confidential Information shall not release Supplier from any of its obligations under this Agreement. If Supplier fails to keep such Confidential Information confidential or uses such Confidential Information in violation of the provisions of this Article, Supplier acknowledges and agrees that PREMIER will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to injunctive relief to prevent Supplier from using or disclosing such Confidential Information.

FORCE MAJEURE

67. 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), it being understood that Force Majeure shall not excuse any obligation of PREMIER to pay for invoices due in accordance with the provisions hereof. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

INDEPENDENT CONTRACTOR

68. PREMIER's Orders shall not be construed as creating a joint venture, partnership or the like between the parties. Neither party shall act or be deemed to act on behalf of the other party, or have the right to bind the other party. Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to (including but not limited to holidays, absence and pension), 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 hereof shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with relevant employment laws.

GOVERNING LAW AND DISPUTE RESOLUTION

69. The Orders shall be governed by, and construed in accordance with the laws of the state of Texas (USA) for Orders entered into in the United States, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.
70. The parties shall first attempt to resolve any dispute, controversy or claim arising out of or relating to any Order, or the breach, termination or invalidity hereof (each, a "Dispute"), in good faith by negotiation and consultation between themselves. Any Dispute that has not been resolved by negotiation within ninety (90) days after one party provides notice of a Dispute to the other party, shall be submitted to mandatory, final and binding arbitration. Such arbitration shall be conducted in English at a mutually agreeable location in accordance with the commercial arbitration rules of the American Arbitration Association for Orders entered into in the United States. The procedure for the arbitration shall follow the applicable arbitration rules, as specified above. The arbitration award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered in any court of competent jurisdiction. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings, as permitted by applicable law, and the enforcement of any award.
71. Supplier shall, in a timely manner, inform PREMIER of any actions required by PREMIER, or any limitations on PREMIER's activities, that relate to Supplier's regulatory compliance obligations. Supplier shall show active commitment to the protection of people at all times and in all circumstances including the provision of adequate controls to protect people from exposure to physical, chemical, biological and psychosocial hazards in the workplace. Supplier shall show active commitment to the protection of the environment by minimizing its impact on the environment through pollution prevention, control of emissions and the efficient use of natural resources and the reduction and recycling of waste. Supplier shall have adequate provisions in place to respond to any HSE emergency. When on PREMIER managed sites Supplier must at all times comply with the minimum site QHSE requirements and PREMIER's QHSE Policy, which will be provided on request.
72. These PREMIER Terms and Conditions for Purchase Orders and the Order 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.
73. PREMIER reserves the right to update these PREMIER Terms and Conditions for Purchase Orders; said revised/updated versions shall only apply to Orders placed once the same have been communicated to Supplier.
74. 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 the provisions hereof as near as possible to their original intent and economic effect.
75. The provisions hereof which by their nature are intended to survive the expiry, cancellation or termination of the Order (including without limitation warranty, indemnity/liability, intellectual property and confidentiality provisions) shall remain in full force and effect after said expiry, cancellation or termination.
76. The headings contained herein are for convenience of reference only, and do not constitute a part hereof.
77. The terms and conditions contained herein 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.
78. The rights and remedies of PREMIER under these PREMIER Terms and Conditions for Purchase Orders are not exclusive, and shall apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise. If either party exercises its rights and remedies under this these PREMIER Terms and Conditions for Purchase Orders, under no circumstances shall it become liable for the consequential damages which may be sustained by the other party as a result thereof.

End of the PREMIER Terms and Conditions for Purchase Orders