

PURCHASE ORDER TERMS AND CONDITIONS

The term "Seller" as used in this Purchase Order ("Order") shall mean the party furnishing the goods, material, equipment or other personal property ("Items") or performing the services ("Services") specified herein. (Items and Services are sometimes hereinafter referred to collectively as "Work.") The term "Buyer" as used in this Order shall mean EOG Resources, Inc. or the subsidiary requesting the Items or Services as designated on the face of this Order.

1. **ACCEPTANCE OF CONTRACT** – The parties shall be bound by this Order and its terms and conditions when Seller (a) signs or otherwise accepts the Order, (b) delivers to Buyer any of the Items ordered, or (c) renders for Buyer any of the Services ordered. No contract shall exist except as hereinabove provided. All instructions, specifications, drawings, and data submitted to Seller in connection with this Order are incorporated herein and made a part hereof. Acceptance of this Order must be made on its exact terms and conditions. Any additional or different terms are hereby expressly rejected.
2. **AMENDMENTS** – No agreement or understanding to modify or supplement this Order (other than with respect to commercial terms that are acknowledged and agreed to by Buyer's authorized representative in writing) shall be binding upon the Buyer unless in writing and signed by a vice president or manager of Buyer or a member of Buyer's legal department.
3. **SUBSTITUTION** – Substitutions of material or extra charges will not be permitted unless authorized in writing by Buyer.
4. **ASSIGNMENT** – Seller shall not assign or subcontract this Order or any interest herein, including any performance or any amount which may be due or may become due hereunder, without Buyer's prior written consent. Contractor shall remain fully liable for any breach by any assignee or subcontractor.
5. **CONFIDENTIAL INFORMATION & ADVERTISING** – Seller shall not release any photographs, drawing, data, or article relative to the manufacture, sale, or installation of any Item furnished or Services performed hereunder without first receiving written consent of Buyer. All information concerning the work or business of Buyer which is furnished to Seller, developed, or secured during any performance hereunder or which otherwise comes into Seller's possession shall be considered by Seller to be confidential and shall be protected by Seller to the same extent that Seller protects its own confidential information, in any event not less than a reasonable standard, and shall be used by Seller only to provide the Items or perform the Services covered by this Order.
6. **PERFORMANCE** – If Seller fails in any respect to comply herewith or with any other contracts then existing with Buyer, Buyer at its option may terminate this Order and any other contracts or defer further receipt of deliveries to be made pursuant to this Order or any such other contracts under which the Seller is in default pending compliance by the Seller with this Order or such other contracts; provided, however, that nothing in this paragraph shall be so construed as to prevent the Buyer from bringing appropriate action to enforce all its rights under the Order or the other contracts. In addition, Buyer reserves the right to cancel this Order, at any time, without cause, provided that Buyer provides reasonable notice or Buyer reimburses Seller for nonrecoupable costs unavoidably incurred by Seller prior to cancellation.
7. **TITLE, RISK OF LOSS & DELIVERY** – Title to Items to be furnished by Seller shall pass to Buyer upon payment, or delivery to Buyer, or purchase or segregation or designation by Seller, whichever occurs first, but risk of loss, damage or destruction of all Items shall remain with Seller until Buyer has

- accepted delivery of such Items. All Items shall be delivered F.O.B. place of destination by Buyer unless otherwise indicated herein. No charges will be allowed for packing or cartage unless stated in this Order.
8. **INSPECTION** – Items and Services purchased hereunder are subject to inspection and approval. Buyer reserves the right to reject and refuse acceptance of Items or Services which are not in accordance with this Order. Items not accepted will be returned to Seller and Seller shall pay all freights costs associated with the return of such Items. Inspection or payment for any Item or Service hereunder shall not be deemed an acceptance thereof.
9. **WARRANTY** – By accepting this Order Seller hereby warrants that the Items and Services to be furnished hereunder will be free from defects in materials and workmanship, merchantable and in full conformity with this Order including but not limited to Buyer's instructions, specifications, drawings and data, and that Items and Services furnished hereunder will be fit for the use intended by Buyer, provided Seller has reason to know of such intended use. Seller agrees that the warranties in this Order shall survive acceptance of the Items or Services. Said warranties shall be in addition to any additional warranties given to Buyer by Seller. No implied warranties by Seller are excluded.
10. **FORCE MAJEURE** – Either party to this Order shall be free from liability for failing to perform hereunder if such failure is caused by acts of God, fires, strikes, equipment breakdown, or other causes beyond the reasonable control of the affected party. In the event either party is unable to perform for reasons beyond its control, the other party shall have the right to either accept the delay in ability to perform or terminate the Order. Nothing in this paragraph shall excuse a party from complying with its payment or indemnity obligations.
11. **INDEMNITY** – In the event Seller or its agents, representatives, or subcontractors enter onto premises owned, leased, occupied by, or under the control of Buyer or others (“Property”) during the performance of Work in connection with this Order, **Seller shall protect, release, defend, indemnify and save Buyer and its parent, subsidiary and affiliated companies, its and their co-lessees, partners, joint venturers, co-owners, contractors (except for the party named herein as “Seller”) and subcontractors (except for any subcontractors of the party named “Seller” herein) of every tier, and its and their agents, officers, directors, and employees of all of the foregoing (individually and collectively referred to as “Buyer Group”) harmless from and against any liability or claims or expenses (including attorneys fees and defense costs) for bodily injury, illness, or death of, or loss or damage to property of, Seller and its agents, representatives, subcontractors, and its or their employees, in any way directly or indirectly arising out of or related to the this Order or the Work, including any loading, unloading, ingress, or egress, even if caused by the sole or concurrent negligence, strict liability or other fault (including unseaworthiness, unairworthiness and pre-existing defects) of Buyer Group, and such indemnity shall be supported by liability insurance obtained for the benefit of Buyer Group, as indemnitees, with minimum limits not less than \$500,000. However, no insurance requirements of this Order shall limit the indemnity obligations assumed by Seller in this Order except to the extent mandated by applicable law.**
12. **INSURANCE** – Seller shall maintain at all times, the following insurances with minimum limits not less than those set forth below:
- Workmen’s Compensation – Statutory Limit
Employer’s Liability - \$1,000,000 (covering Marine Operations if applicable)
 - Commercial General Liability, Including Contractual Liability (covering Marine Operations if applicable) \$1,000,000/death or injury to one person; \$1,000,000/occurrence
 - Automobile Liability \$1,000,000/each person; \$1,000,000/each occurrence; and \$1,000,000/property damage each occurrence

- d. All risk property insurance covering loss or damage to the Work until delivery (with Buyer named as a loss payee as its interest may appear)

Upon request by Buyer, Seller shall furnish satisfactory evidence that such insurances are in effect. All insurance coverages of Seller, whether or not required by this Order, shall waive subrogation against Buyer Group, name Buyer Group as additional insured (except for worker's compensation coverage), and be primary as respects any other policy providing any other coverage in favor of any member of Buyer Group.

13. **PATENTS** – Seller agrees to indemnify and hold harmless Buyer Group against all costs and expenses, including attorneys fees, and undertakes and agrees to defend at Seller's own expense, all suits, actions or proceedings in which in any of Buyer Group are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from or in anyway related to the use or sale of the Items or Services purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.
14. **INVOICING – SEND ORIGINAL INVOICE AND THREE COPIES, with ORIGINAL BILL OF LADING or ORIGINAL EXPRESS RECEIPTS, to ADDRESS INDICATED on day of shipment.** If invoices subject to cash discount are not mailed on the day the invoices are dated, discount period will begin on day same are received. So that proper cash discount may be computed, your invoice should show amount of freight paid as separate item if applicable; otherwise, cash discount will be computed on total amount of invoice. Make **SEPARATE** invoice for **EACH ORDER** and show on same cash discount allowed and point from which shipment was made. Invoice must show whether or not **FREIGHT** is **PREPAID**. Buyer may, at its option, withhold payment of any amount in dispute or pay the disputed amount without waiver of any of its rights, including the right to reimbursement.
15. **AUDITS** – All transactions shall be based strictly on service, quality, and competitive price of materials. Buyer shall reserve the right, at its sole expense, to audit Seller's records including all books, papers, documents, agreements, and any other data that may, in Buyer's sole judgment, have any bearing on or pertain to any business conducted between the parties except as concerns Seller's profit margin on merchandise or services purchased. Seller shall cooperate fully in furnishing all such requested records. All audits will be conducted in accordance with generally accepted accounting principles.
16. **APPLICABLE LAW** – All transactions under this order shall be governed by the general maritime law of the United States of America, without reference to its conflict of law rules, and to the extent the general maritime law of the United States of America is not applicable, by the laws of the State of Texas, without reference or regard to such state's conflict of law rules or procedures, but excluding the application of Tex. Civ. Prac. & Rem. Code § 127.001 - § 127.008 except to the extent mandated otherwise by applicable law.
17. **COMPLIANCE WITH LAW** – Seller certifies that unless specifically exempted, all Work furnished under this Order has been manufactured, processed, delivered and/or performed in full compliance with all applicable laws and regulations including but not limited to the Civil Rights Act of 1964, as amended, the Equal Pay Act, as amended, the Age Discrimination in Employment Act, as amended, Executive Orders 11246 and 11141 (Title 41, Chapter 60, Code of Federal Regulations), the Vietnam Era Readjustment Act of 1974, the Rehabilitation Act of 1973, Executive Order 11758 (Title 20, Chapter VI, Part 741, Code of Federal Regulations), and all Regulations, Rules, and Orders thereunder. Seller hereby agrees that all of the applicable provisions of the above Orders, Acts, Rules and Regulations as such may be amended or superseded are hereby made a part hereof by reference and are binding upon Seller.

18. **PRIORITY** – If any conflict exists between written provisions on the face of, or attached to the Order, and these Terms and Conditions, the written provisions shall control as respects price, delivery terms, specifications, and other commercial terms acknowledged and agreed to by Buyer’s authorized representative. As to all other issues, these Terms and Conditions shall prevail. If any conflict exists between the provisions of this Order and the provisions of any attachment to this Order, the provisions of the Order shall prevail.

19. **SURVIVAL** – Notwithstanding any provisions to the contrary, upon termination of this Order for any reason whatsoever, the provisions of this Order which by their nature require some action or forbearance after such termination, including but not limited to those related to indemnities, warranties, confidentiality and insurance shall survive termination and be binding until any actions, obligations and/or rights therein provided have been satisfied or released.

20. **CONFLICTS OF INTEREST** – Seller acknowledges that it received a copy of the Buyer’s Conflict of Interest Policy. Seller shall inform its officers, agents, employees, and subcontractors of the terms of such policy and shall use reasonable efforts to prevent any action that would constitute a violation of such policy.

21. **TAXES** – Seller shall pay all sales, use, excise and other taxes imposed on or with respect to the Items or Services provided hereinunder.

22. **LIENS** – Seller shall not permit any lien, charge or other encumbrance to attach to the Property or any Items provided to Buyer hereunder, but, if any does so attach, Seller shall promptly secure its release and indemnify Buyer Group against all damages and expenses incidental thereto including any attorneys fees.

23. **ENTIRE AGREEMENT** – If a Master Service Contract is in effect between Seller and Buyer at the time any Services are performed, such Services will be governed by the indemnity and insurance provisions set forth in said Master Service Contract. As respects any other Services and all Items, this Order shall constitute the entire agreement between the parties, and neither any contrary or additional terms or conditions then specified by Contractor (other than commercial terms acknowledged and agreed to by Buyer’s authorized representative) nor any subsequent amendment or supplement shall have any effect without prior written approval of a vice president or manager of Buyer or a member of Buyer’s legal department. No provision of any delivery ticket, invoices or similar document used by Contractor or its subcontractors shall supersede the provisions of this Order.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Purchase Order to be effective as of the ____ day of _____, 20__.

 Signature

 Printed Name

 Title

EOG Resources, Inc.

 Signature

 Printed Name

 Title